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ABSTRACT

It is proposed that contract public schools (alternative elementary schools) be established within local school districts to develop more effective compensatory education programs. Each contract school will be governed by its own council of directors, which will be elected by the parents of enrolled children. The council's authority to establish school policy will be based on a formal three-party agreement among the council, the local board of education, and the state office of education. The council will manage the budget of the school, which will consist of the same amount per child as is provided for the education of comparable children in the other schools of the district. The technique of school-based budgeting will be followed. Decisions on how to spend funds will be made by the council within the provisions of the three-party agreement. Enrollment will be voluntary and open to all. Some legal obstacles, particularly in the areas of the anti-subdelegation doctrine and certain aspects of collective bargaining agreements, will need to be overcome. Seven action steps for removing these legal barriers and encouraging the implementation of effective contract schools are presented. (Author/IRT)

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CONTRACT PUBLIC SCHOOLS:

Alternatives for Compensatory Education

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Preface

Compensatory Education exists because a large proportion of this country's poor and minority children do not learn well in school. Depending on who arranges the numbers, that problem can be made to appear larger or smaller, but the data presented in the NIE Interim Report (1976) indicate that more than one American child in every five is eligible for Compensatory Education. That fact can make us pleased that the schools are 75 to 80% effective, or terrified that they are 20 to 25% ineffective. This report is preoccupied with 20-25%, with the children of poverty who are almost completely dependent on the schools for their education. No other group of children is so dependent on the schools, no other group so handicapped by the fact that its educational needs are not being met by the schools.

The assignment accepted by the authors of this report was to present an alternative approach to Compensatory Education "which is deemed superior to current practice and not prohibitive in cost of implementation." This report and its recommendations are the work of a committee. Because the individual members of the committee brought different personal and professional histories to the task, the substance of the report has been assessed from several perspectives. Most of the members of the committee have shared a number of

years working in various aspects of an unusual Compensatory Education program, Project Follow Through. Consequently, the substance of the report is considerably influenced by the very intense and direct experiences associated with implementing innovative classroom programs in the urban and rural schools that serve poor families.

Follow Through is unusual in many ways, but one of its strongest features is the collaborative partnership it has forged between parents and educators. At the inception of Follow Through nearly ten years ago, the parents and educators involved (for the most part) spoke different languages, and seldom to each other. During the decade since, each side has learned from the other, and now, in many cases, each is the other's best colleague. For an academic educator, the field experience of Follow Through is a unique education. Instruction is relentless when it comes from direct daily contact with young children and their parents and teachers, with building principals and union representatives, with central office staff, with the politics of strikes and school board elections, with teacher layoffs and court-ordered desegregation. One of the most compelling lessons has been the frequency with which the clearest understanding of the local situation and the most pragmatic advice came from parents and teachers. That lesson is reflected in this report.

The authors of the report have been convinced by their expe-

rience that how well a child learns in school is a function of how well that child is taught in school; achievement does not have to be determined by family income, language, race or ethnicity. We have seen poor, "high-risk," "target" children excel in school. But the pride and exhilaration their achievements should create are dampened by the knowledge that so much more could be done, if only. . .

It is very possible that Follow Through has come close to achieving its maximum effectiveness within the boundaries that contain it. Time and again, through its decade of development, Follow Through has been constrained by the rules and conventions of operating school districts. The existing system mandates certain roles and relationships and follows prescribed routines for setting policy and for making program and budget decisions. Those conventions, quite reasonably, are meant to serve the convenience of the system. But the convenience of the system is not always synonymous with the needs of the students, and change limited by conventional boundaries is not really change at all.

There are whole new worlds to be discovered if we can find ways to go beyond the constraints of convention. How different things might be if, instead of asking, "What can be done within the existing system?" the question was, "What changes in the system could create an ideal setting for teaching?" The answers to that question will not come from armchair analysis; they will come from

a steady accumulation of thoughtful trial and unexpected error and more thoughtful trial. They will not come from suggestions that well-organized school systems suddenly change their ways of doing business; they will come as local communities and their school boards learn that schools have capabilities beyond their accomplishments.

To achieve their capabilities, the schools need a license to explore, to try things out. But how is it possible to reconcile the seemingly conflicting need to explore with the need that any public agency has for stability and predictability? The answer proposed by this report is based on experience with classrooms and schools and school districts far more than on literature or theory. Moreover, the answer is predicated on the assumption that a partnership of parents and educators is inherently the most capable of productive exploration.

Many of the positions taken in this report will be subject to misunderstanding because it is often hard to describe an educational situation with a word that does not evoke unintended connotations and emotions. Compensatory Education used to deal with "culturally deprived" children until it was made clear that the "culturally different" were not necessarily "deprived." Concern used to be for the "poor" until it was pointed out that the "low-income" were not necessarily "poor." The caveat is entered here that, while the language of the report may seem overly blunt or harsh to some, it seeks

only to speak plainly and clearly--to follow the original assignment that directed, "The language of. . .the report should be non-technical--understandable to legislators, practicing educators and informed parents alike."

A report that criticizes public schooling instantly acquires a hundred allies and supporters. A report that presumes to offer a specific recommendation intended to benefit public schooling instantly acquires a thousand adversaries. In spite of the risk, this report offers a set of recommendations the authors feel would greatly enhance school districts' ability to develop more effective Compensatory Education.

If there is a theme in the report's recommendations it is that complex social problems will not yield to short-term, one-dimensional interventions. The need is for a system capable of evolutionary change and adaptation, a system that permits the selection of effective practices and the rejection of unacceptable strategies. There is no one "best" way to resolve the multiple problems assembled under the heading of Compensatory Education. If we accept the need for diversity, we will hold a stronger position from which to build new kinds of models for the improvement of public education.

A great many people have participated in the preparation of this report. In every respect their contributions are those of coauthors: Dorothy Barber, Director, Follow Through, Trenton, New Jersey; Robert L. Egbert, Dean, Teachers College, University

of Nebraska; Vivian Fueyo, Department of Human Development, University of Kansas; Hannah Geffert and Robert J. Harper, Lawyers' Committee for Civil Rights Under Law, Washington, D.C.; Milton Goldberg, former Director, Early Childhood Education, Philadelphia Public Schools, Philadelphia, Pennsylvania; John F. Hughes, Director, Policy Analysis Service, American Council on Education, Washington, D.C.; William Judy, Architect, Kansas City, Missouri; Mattie Miles, Director, Follow Through, Jefferson County, Kentucky; Allan Oden, Director, Finance Project, Education Commission of the States, Denver, Colorado; Joyce Oliver, Chairperson, City-Wide Follow Through Policy Advisory Committee, Philadelphia, Pennsylvania; Terry Trask, Department of Human Development, University of Kansas; and Harold Webb, former Deputy Assistant Superintendent, State Department of Public Instruction, Raleigh, North Carolina.

The description of school-based management in Monroe County, Florida is the result of the very generous personal attention the project received from Superintendent Armando J. Henriquez. The data from the Follow Through PAC survey were analyzed by Darwin Eakins.

In its present form the report reflects many of the thoughtful recommendations made by Gene Ramp, Michele Minnis-Hazel and others who have been kind enough to critique earlier versions. All readers of the report will wish to join in this expression of appreciation to Marion O'Brien. Her skill in smoothing and simplifying the fre-

quently awkward prose of the authors produced countless improvements in the final manuscript. A special note of gratitude is extended to Opal Folks who skillfully typed a long parade of "final" versions with consistent good humor.

CONTENTS

Preface

I. INTRODUCTION: A QUESTION OF PERSPECTIVE 1

II. THE PROBLEM OF CHANGE IN THE PUBLIC SCHOOLS 7

Standardizing "The One Best System"

The Dilemmas of Intervention

Change Is Gradual

III. THE CONTRACT PUBLIC SCHOOL: A RECOMMENDATION 39

The Three-party Agreement

A Partnership With the State

Reestablishing the Role of the Local Board

A Vehicle for Parent Involvement

IV. THE PARENT-ELECTED COUNCIL OF DIRECTORS 55

Parent Interest in Policy Formation

School-based Budgeting

School-based Management in Monroe County, Florida

Lessons from the Monroe County Experience

Implications for Contract Public Schools

V. LEGAL CONSTRAINTS ON THE IMPLEMENTATION OF CONTRACT PUBLIC SCHOOLS 81

State Legal Constraints

Federal Legal Constraints

Conclusion

VI. IMPLEMENTING CONTRACT PUBLIC SCHOOLS 111

Some Soft Generalizations

Resources for Planning

The Scope of the Proposal

VII. SUMMARY AND RECOMMENDATIONS 119

The Problem of Change In the Public Schools

The Contract Public School: A Recommendation

Legal Obstacles to Implementing Contract Schools

Recommendations

REFERENCES 133

APPENDIX A: Follow Through PAC Questionnaire 138

I. INTRODUCTION: A QUESTION OF PERSPECTIVE

Even after recognizing that almost any policy question can be turned into a moral issue, it is, nevertheless, satisfying to be on the side of right in a great moral struggle. Not so very many years ago, improving the educational opportunity of poor children was a great crusade. The passionate soldiers in this truly moral cause were sustained by the certainty that their ultimate victory would vanquish the devils of ignorance, bigotry and poverty. Moral crusades have a wonderful capacity to reduce even the most complex issue to its purest essence so that good and evil are cleanly and simply defined. In the great school crusade, good was at the handle end and evil was at the pointy end of the singing sword of educational reform.

The crusade may have been short-sighted, but the cause was just and the battle righteous. Few questioned that the poor received inferior education and were thereby locked into the cycle of poverty. Better schooling was the "open sesame," the key to emancipating minority children from the shackles of poverty. The issues were not subtle nor technically complex. The simple fact was that an archaic school system was systematically undereducating poor and minority children. The simple solution was to rally the talent and funds needed to fix it. The call went out and the battle was on.

Legislation was passed, funds were authorized and appropriated, programs were initiated and evaluations were designed to confirm the inevitable victory that could not be long in coming. Solving a social problem is a worthy cause, and many enlisted. From that point on, however, simplicity began to evaporate, and, as each new effort failed to vanquish evil, new understandings of complex realities progressively transformed a once straight-forward crusade into a very technical labyrinth of psychological, political, economic and legal puzzles.

An illuminating description of how apparently simple social problems become more complex and confusing as they become better understood has been provided by David Cohen and Janet Weiss (1977). Although their attention was focused on the specific issue of school desegregation, their comments were relevant to Compensatory Education.

> So, trying to solve a social problem changes the way the problem is seen; it complicates and diversifies views of the problem; it makes once-appealing solutions seem limited; and it suggests alternative solutions. The result is not just that the problem comes to seem more complex, but also that in some ways it comes to seem different and contradictory. (p. 78)

In summing up their requiem to simplistic treatments of social problems, Cohen and Weiss provide the following observation about the critical contributions of the prevailing social climate or temper

of the times that they call "social enthusiams."

> Finally, the studies recited in this essay suggest that research is part and parcel of social enthusiams. When whipping up the brains of America's youth was in fashion in the late 1950's and early 1960's, research on race and schools stepped to the tune of test scores. When desegregation was Out and community control was In, fate-control was all the rage. And when school desegregation came North early in the 1970's, many liberal and moderate northern politicians who had supported this reform in the South suddenly broke and ran. Research on race and schools suffered a similar affliction, evident in Coleman's announcement that compulsory desegregation is chasing white people from the nation's central cities. (p. 91, emphasis added).

The social enthusiams of the late 1970's are different from those of the early 1960's. The rallying cry of "educational reform" that drew so many to the cause of the great school crusade would seem incongruous, even comic, in a contemporary scene that listens for word of the latest court-ordered desegregation plan, or the latest educational malpractice suit brought by the parent of a middle-class high school graduate who allegedly cannot read. General social concern about the poor school achievement of poor children is less now, in the same way that the more general "poverty problem" of the past decade has yielded its priority ranking to such problems as women's rights, energy and inflation. The differ-

ent social enthusiasms (fashions) of the two periods are reflected in the statements of legislators, in funding priorities and in the research concerns of social scientists.

Compare, for example, the apparent change in social enthusiasms found in congressional comments of 1965 and 1977. When Title I of the Elementary and Secondary Education Act was enacted in 1965, Congress achieved consensus on the wording of an opening declaration of policy.

> In recognition of the special educational needs of children of low-income families and the impact that concentrations of low-income families have on the ability of local educational agencies to support adequate educational programs, the Congress hereby declares it to be the policy of the United States to provide financial assistance to local educational agencies serving areas with concentrations of children from low-income families to expand and improve their educational programs by various means which contribute particularly to meeting the special educational needs of educationally deprived children. (Sec. 101, Title I, 20 U.S.C. 241a, emphasis added).

In recognizing "the special educational needs of children of low-income families," Congress was enunciating the fashionable wisdom of the time that acknowledged a strong connection between being economically disadvantaged and educationally disadvantaged.

Fashions change, however. The Education Daily of June 6, 1977

reported the statements of a congressman who, in introducing a bill for the reauthorization of the Elementary and Secondary Education Act, explained his proposed changes by noting that the "current (Title I) formula. . . is based on discredited economic data and the outlandish assumption that being economically poor is equivalent to being educationally disadvantaged." (p. 1) For at least one congressman, the fashions of 1965 are "outlandish" in 1977.

As Cohen and Weiss observed, the topics and products of social science researchers are "part and parcel of social enthusiasms." Consequently, as social enthusiasms have shifted so have the research topics of social scientists. In 1965, the issue was that poor and minority children achieved poorly in school. That was a matter of great social concern. It was an issue attended by social scientists who prescribed and advocated solutions. Poor and minority children still achieve poorly in school, but that is no longer a priority social issue, and social scientists are now studying the side-effects of their former prescriptions rather than advocating new solutions to the problem.

So it is that, although the problem has not changed, our social perspectives have. The social perspectives of the mid-1960's made it possible (even fashionable) to pretend we understood the problem and how to solve it with large-scale programs of federal assistance. Contemporary social perspective is less arrogant, and is suspicious of simplistic proposals for large-scale reform. Experience has

improved our understanding of public school systems and the historical, political and economic forces that make it very difficult for schools to alter their programs in the ways needed to meet the special educational needs of poor children. Consequently, the current challenge is to use that experience to devise new solutions to an old problem--solutions that fit contemporary perspectives.

How successful we are in adopting new and more effective ways to solve the chronic educational problems of poor children will depend in part on how we view the frequently unanticipated consequences that have resulted from the interactions between features of the schools and features of existing Compensatory Education programs. The following Chapter considers some of these features.

II. THE PROBLEM OF CHANGE IN THE PUBLIC SCHOOLS

The American public school system is something of an organizational triumph. It directly serves nearly 25% of the population in every community in the country, and it does so with such uniformity that the child who moves from a school in New York or Philadelphia will find the new school very similar whether it is in Flagstaff or Seattle, Little Rock or Billings. Professional requirements for teacher certification are sufficiently standardized that many states have exchange agreements allowing a teacher trained in Colorado to be certified in Missouri or the District of Columbia with very little difficulty. It is a very large system that has very uniform practives throughout the entire nation. It is a very standardized system. How it got that way is thoughtfully and clearly described in David Tyack's book, The One Best System (1974).

Standardizing "The One Best System"

During the early 1800's, most urban school systems in this country were, like village schools, loosely organized. With the Industrial Revolution, the production efficiency of standardized factory techniques became much admired, and the independence and lack of standardization among the schools seemed out of date and

inefficient. It was also a time when educational efficiency was of some importance, for there were urgent demands on the schools to assimilate great numbers of immigrants from abroad and from rural communities. Many educators were convinced that the effective assimilation of immigrants to the cities required a rationally designed educational factory, managed by experts, and capable of producing a uniform, high-quality product. As Tyack explains,

> Convinced that there was one best system of education for urban populations, leading educators sought to discover it and implement it. (p. 28)

Several elements of "the one best system" that persist today were inaugurated by John Philbrick who opened his model educational factory in Quincy, Massachusetts, in 1848.

> The building was four stories high, with a large auditorium for 700 pupils and twelve classrooms, each of which would accommodate 56 students. Every teacher had a separate classroom for the one grade she taught, each scholar his own desk. The scholars [Philbrick] said, should be divided according to their tested proficiency, and "all in the same class [should] attend to precisely the same branches of study. Let the Principal or Superintendent have the general supervision and control of the whole, and let him have one male assistant or sub-principal, and ten female assisants, one for each room." (pp. 44-45)

When these elements of the system were augmented by a standard course of study and standard ways of grading and examining, Philbrick could contend that "A good program for one city would be, in its substance. . .a good program for every other city." He was not entirely mistaken, for the system did catch on in city after city, and, as Tyack notes, "By 1870 the pendulum had swung from no system to nothing but system."

Between the Civil War and World War I, compulsory attendance laws and child labor laws took form in a mutually supportive way to facilitate the task of assimilation. William F. Aikman and Lawrence Kotin (1976) have described the legal structure underlying compulsory attendance law and how it served to keep children in the classroom and out of the labor market. Law makers as well as educators strongly supported the premise that universal, uniform, free, compulsory education was essential to create the shared value system needed to support a democratic form of government. If, as a result of comparable training, pupils came out of school with comparable skills and ideologies, all would have an "equal opportunity" to participate in society and its governing process.

The standardized school system with its standard procedures was designed to turn a heterogeneous population into a more homogeneous citizenry. If the idea of the melting pot is a fiction in most respects, it is an apt metaphor to describe the school system.

Tyack observes:

> The new educational standards reflected an increasingly cosmopolitan rather than local scale of values among schoolmen, who sought to blur the differences between district and district, county and county, and even state and state. This in turn gave country youth greater occupational mobility and introduced them to different life-styles. (p. 25)

The "one best system" was by no means unsuccessful. Although he was writing about the effects of compulsory attendance laws, the description presented by Ben Brodinsky (1976) in the Bicentennial issue of the Phi Delta Kappan can be taken as a more general appraisal of the total system:

> It soon brought illiteracy in the U.S. to a level lower than that of any other major industrial nation. Immigrant children, by the millions, were brought into the mainstream of American life. And a sense of national unity developed as children from different parts of the country, from different families, lived and worked through 10 to 12 years of schooling --sharing a heritage of knowledge, goals, and attitudes and often singing the same songs from sea to sea and border to border.

Consolidation and the Centralization of Policymaking

In 1930, the 123 million people of the U.S. were served by 127,531 school districts, each with its own school board. In 1975, the 214 million people of the U.S. were served by 16,013 school districts, each with its own school board. As the population of the

nation nearly doubled, 111,000 school districts disappeared through a combining process known as district consolidation. Moreover, by 1973-74, nearly half of the country's public school students were in the 750 largest districts that were governed by fewer than 5% of the school boards in the country. Sher and Tompkins (1976) are clearly justified in their observation:

> The most successfully implemented educational policy of the past fifty years has been the consolidation of rural schools and school districts. (p. 1)

Whatever else it does or does not do, consolidation centralizes administrative authority (every district has only one Superintendent), and it centralizes policymaking (every district has only one school board). Consequently, the decisions made affect a larger community in a uniform way even though that larger community is more diverse. Also, in the larger, more diverse community it is much harder for any individual citizen to influence school policy and procedure.

In the present school system, parents, particularly poor parents, are far removed from the policy decisions that determine school program. Henry M. Levin (1970) has pointed out the lessening of traditional political (policy) control by parents that has resulted from the development of a highly centralized school system.

> The school systems are so large that they cannot consider themselves accountable to partic-

> ular schools or parents, especially if those schools serve children whose parents lack political muscle. Since departures from tradition must be approved by the central school administration, bold and imaginative proposals for change are throttled by the lack of decision-making power in individual schools and classrooms. (p. 276)

If the "political muscle" to which Levin refers is the ability to influence policy decisions, then a theorem of political muscle might state: Other things (like money) being equal, the greater the social distance between a policymaker and the people directly affected by the policy, the less representative the policy.

The democratic enterprise has two forms: participatory democracy and representative democracy. The town meeting that makes local policy in a small community permits direct participation. A representative form of democracy is probably effective only to the extent that constituents are in a position to influence their representative. The school board of a small district is representative in form, and because of the close and frequent social contacts between board members and many clients of the district, it is very likely that board policy decisions will reflect client wishes. As the size and diversity of each representative's constitutency increases, however, the adequate representation of all constituents becomes problematic. When a policymaking group consists of representatives of several large and diverse constituencies, as is the

case with urban school boards, it becomes nearly impossible to make any policy that is acceptable to a majority of clients unless it is so uncontroversial it is also inconsequential.

The board of a small school district (under 10,000 students) is more likely to represent a fairly homogeneous constituency. The district is likely to be suburban, small town, or rural and composed of no more than two or three ethnic, racial or linguistic groups. In contrast, diversity is the hallmark of the urban setting. In the small district, little, if any, special effort is needed to reach the ear of a board member. He or she is a neighbor, friend, acquaintance or community leader frequently encountered in the normal routine of small town activity. In the large urban district, the representative board member is usually a stranger. To petition a stranger in an urban setting takes a certain amount of savvy or sophistication--qualities more likely to be found in the affluent segments of a large, diverse urban school district. Consequently, some groups of patrons are better represented than others. Numerically equal representation is not <u>equal</u> representation.

Who are the patrons most likely to be poorly represented on an urban school board? The poor. And their propostion appears to be increasing in urban school districts according to Raymond Hummel and John Nagle (1973):

> In 1950 it was estimated that one child out

> of every ten attending public schools in the nation's fourteen largest cities could be considered socioeconomically disadvantaged. By 1960 this proportion had increased to one in three, and it is believed that by the early 1970's it had risen to approximately one out of every two.

When the several factors that describe the urban situation are combined, the poor and minority groups most in need of differential policy decisions become least likely to get them. Instead, the sophisticated and benevolent members of the urban school board make school policy out of what they "know" to be in the best interests of "those" people. It is the ultimate corruption of a democratic system.

The Decline of Participant Based Evaluation

Evaluation is the inseparable companion of policy. A policy states how an organization is going to accomplish its goals; evaluation provides a running description of the success of the policy. In the ideal situation there is a mechanism that allows everyone affected by a policy to evaluate, and thereby influence, that policy. Thus, in the continuing dialogue between policy and evaluation, each affects the other. The recent work of Montrose Wolf (1977) suggests that every policy evaluation needs to raise two questions: 1) Does it work? and 2) Do people like it (Is it acceptable)?

In the ideal case, a company's policies determine what it will produce for the marketplace, and how it will produce it. Consumers, free to choose that product or others, evaluate the company's policy by buying the product if they like it better than competing products. Simultaneously, the company's policies concerning how the product is produced are evaluated by employees and workers. Their satisfaction is measured directly by such things as absentee rates and turn over, and indirectly by their efficiency (which links to the satisfaction of stockholders) and by the quality of the product (which links to consumer satisfaction). In the ideal case, the system of participant based evaluation is particularly effective because the satisfaction of all the people affected by the company's policies is so conveniently described by the quarterly corporate balance sheet. The effects of good policy are seen as easily as the need for policy change.

Evaluating the policies of public or quasi-public agencies (e.g., schools, public utilities, public transportation, correctional facilities, port authorities, etc.) presents some special difficulties. Because consumers/clients/patrons are not able to choose among competing agencies, there is no mechanism for evaluating agency policy through the direct expression of client satisfaction. Instead, a board or commission is usually elected or appointed to represent the client--to act "in the public interest." The problem with this arrangement is that it requires the same people

to set policy for the agency, and to evaluate that policy on behalf of the client. The ideal dialogue between policy and evaluation is either highly contrived or nonexistent. The usual consequence, in the view of William O. Douglas (1974) and others, is that such boards or commissions come to represent the interests of the agency rather than those of the public.

In the absence of a system that allows policy to be influenced by the subjective evaluations of various interest groups (consumers, workers, stockholders), the public schools have turned to specialists who apply the science of educational research to obtain objective evaluations of educational policy. Educational evaluations usually involve dividing a group of students into two similar halves providing one with program A and the other with program B. Careful objective measurements are then taken after some interval to determine which program is more effective. Once the more effective program is identified, it can be adopted for all children as a matter of school district policy. Since everyone wants the schools to use the most effective techniques available, the objective approach of educational evaluation should be satisfactory to all. It is a strategy that seems to follow well-established scientific tradition, but it never seems to work the way science is supposed to.

To illustrate, consider how the policy-evaluation process might operate when a district needs to decide which of two new reading curriuculums it should adopt. Following the model mentioned above,

the district has three schools use curriculum A for a year while three other schools with similar students use curriculum B. Even before the results of the year-end achievement test are reported, however, there are assaults on the scientific purity of the evaluation. The district budget office points out that curriculum A fits their projection, but B is too expensive. Teachers really like A and use it well, but word gets around that the teachers using B are concerned about some of its aspects and have modified its recommended procedures. Problems with the furnace require the closure of a B school for eight days in January. At one faculty meeting the principal comments that the sales representative for A is an old college friend of the superintendent. When A looks best on the year-end test, publisher B cries "foul" and points out all the ways the evaluation was biased to give A unfair advantages. The assistant superintendent for evaluation agrees that, according to scientific rules of evidence, publisher B's objections are valid: the evaluation is too compromised (the results too confounded) to permit the conclusion that either A or B is clearly superior. The decision is made to continue with the present reading curriculum and not adopt either A or B at this time.

The story is an illustration, but it is not farfetched, and it raises reasonable questions about why the apparently less objective technique of participant based evaluation seems to work better. Indeed, educational evaluations are reported to have very little

influence on federal educational policy. Robert Andringa is an experienced and senior congressional staff member. In a recent address to the American Educational Research Association, he listed eleven factors which influenced the educational policy decisions made by members of Congress (Education Daily, April 23, 1976, p. 3). Program evaluations ranked eleventh. The necessary connection between policy and evaluation does not appear to hold for educational policy. Or does it? The top four items on Andringa's list were: 1) the personal values of congressional colleagues; 2) the strong views of respected friends; 3) assumptions about the budget; and 4) public opinion and the popular media. Apparently congressional policy is heavily influenced by answers to the question, "Do people like it?"

In public education at least it seems that policymakers are most attentive to the subjective data or participant satisfaction, and program evaluations are most attentive to the objective data of achievement effects. Neither approach gives appropriate attention to the priorities of the other. The techniques needed in school programs are those judged to be both effective and acceptable.

With a commercial product, the single mechanism of the quarterly balance sheet will often combine the dual evaluations of effectiveness and acceptability. It is, however, often necessary to answer each question separately. If, for example, a particular curriculum or teaching procedure is supposed to improve children's

reading skill, it is imperative to ask if it works, but that is only part of the story. There are many ways to increase reading achievement test scores, but not all of them are considered acceptable. Teaching the test is usually not acceptable; neither is it acceptable to threaten children with dire consequences if they fail to improve. Those are extreme examples of a general problem that has many subtle shadings. Certain curriculums that "work" prescribe pedagogical techniques that teachers do not like; or they have content that parents consider culturally biased. Just as the policies of a company are evaluated by consumers, workers and stockholders, school policies need to be evaluated (and found acceptable) by parents, students, educators and taxpayers.

Educational evaluations typically focus on the "Does it work" question and seldom give equal attention to the concurrent assessment of a technique's or program's acceptability. Neither do educational evaluations appear to have the intimate connection with policy that characterizes client based evaluation. Indeed, educational evaluations seldom if ever clearly recommend that one procedure be stopped in favor of another (cf. McLaughlin, 1975). That is probably a good thing, for the large centralized standardized school system would have great difficulty changing its well-established operating policy in response to a clear recommendation. Thus in the cynical view, educational evaluation with all its ambiguities is well suited to the needs of school systems, for a participant based

evaluation might be seriously disruptive. As David Tyack observes, the school system has been designed to operate according to rules established by professional educators (the service providers), not according to the evaluations made by nonprofessional clients. The cynical conclusion is that the ineffectiveness of educational evaluation (based on scientific tradition) serves the school system by never requiring it to change.

Even closer examination of this possibility makes it appear that the ineffectiveness of educational evaluation is only a serious problem in the case of programs specifically designed to meet the educational needs of poor children because middle-class schools do combine a kind of participant based evaluation with their achievement tests. Middle-class families tend to live in the smaller school districts of suburban communities where they are better able to influence local education policy by lobbying school administrators and board members. Even in the urban situation, the differential influence of middle-class clients has already been noted. The influence they apply reflects their satisfaction or dissatisfaction with current practice, and their opinions tend to be based on the reports of their children. Thus, the critical component of participant based evaluation (client sagisfaction) operates for the non-poor--even if it is not formalized with quarterly reports.

The conclusion is that Compensatory Education is doubly handicapped. First, because it is evaluated by educational evaluations

of the sort that are not likely to produce clear recommendations for changing anything; and, second, because the clients of Compensatory Education in large urban districts are least able to influence district policy with participant based evaluations.

The core issue now becomes how to develop some mechanism that will permit individual schools within large urban districts to adopt policies and program more responsive to the needs of poor childrne. The development of that mechanism must take several things into account. First, it probably cannot rely on the products of educational evaluations for its design because they do not often render clear recommendations, and when they do they still do not rank as priority influences on policymakers. Second, it should allow for the fact that most people are not seeking mechanisms for changing policy, Third, the mechanisms needed must provide for the evaluation of program decisions by all who are affected by them--parents, students, educators, board members and taxpayers.

The Dilemmas of Intervention

Organizations that prevail in times of change are those capable of adapting to new conditions. That is exactly where the school system is having problems. Its large-scale, highly centralized, standardized nature has enabled the school system to accomplish its traditional task very well. those same characteristics, however, have reduced (perhaps eliminated) the system's ability to be flexible and adaptive. The microbiologist, René Jules Dubos (1967),

makes the general point clearly:

> History shows that societies which were once efficient because they were highly specialized rapidly collapsed when conditions changed. A highly specialized society is rarely adaptable. Adaptability is essential for social as well as for biological success. (p. 19)

School systems need a greater degree of flexibility, ways to change their policies and procedures. But not the ways we have been using.

The Intervention Paradox

By definition, Compensatory Education programs seek to change educational practice at the local level. For the most part, however, such programs have provided their benefits without disrupting the regular operations of the host school systems. Indeed, change is tolerated in some aspects of the system only so long as it does not compromise basic organizational arrangements. Ray Rist (1972) put it this way:

> Superficially, significant changes resulted from the flurry of activity in the schools, particularly during the 1960's. But things are not always as they appear. The bureaucratic structure, the normative system and the configurations of power remain essentially untouched. The illusion has been movement; the reality has been preservation of the status quo. (p. 4)

Intervention is permitted only when accompanied by strict hold-harmless provisions. Changes are permitted in classroom staffing patterns, but none may alter the traditional perquisites of building and system tenure. Trainers and other support positions may be added, but no alteration is permitted in the traditional relationship between the building principal and the teaching staff. The way in which time periods are used may be adjusted, but only within the start-stop interval of each of the 180 prescribed attendance days. New practices are permitted to be supported by new money. Conventional practices are supported by regulation and law.

This analysis offers a relatively parsimonious explanation for the lack of success that intervention programs have had in altering educational practice. As long as compensatory programs fund add-ons with soft money, while local hard money continues to support and maintain the core system, enduring change is unlikely. For example, the lack of impact of the innovative demonstrations of the Ford Foundation and of Title III (ESEA) may be explained in part by the fact that they supported new practices with extra money. Without the extra money, others could not replicate the demonstration, and when the extra money ended, so did the demonstration. Even when a district is favorably disposed to the practices that are subsidized, it simply has no way to implement them without the subsidy.

It is an interesting dilemma. Without a subsidy, no change is

possible. With a subsidy, the new add-on services can be enjoyed without having to change. The problem is further compounded by the fact that, while the federal government frequently provides subsidies, it is reluctant to intrude on the autonomy of local school boards with requirements for local change. Under these circumstances, it is difficult to imagine that federally funded Compensatory Education programs, as they presently operate, can succeed in changing established practices.

The Eligibility Dilemma

There has been a continuing debate over which criteria should be used to determine children's eligibility for Title I services, the largest Compensatory Education program. One position is that the relevant criterion is poverty, the other that the relevant criterion is educational need. To understand the implications of the debate it is necessary to consider the way Title I funds are allocated.

From the federal government to the states and on down to the county, the size of Title I grants are determined by the number of poor children in the state and county. At the district level two things change, one at a time. First, Title I dollars change to Title I services. The district first uses a poverty criterion to identify schools, then it decides which of the eligivle schools will receive Title I services. Next, at the level of the target school, the poverty criterion is replaced by an achievement criterion to identify eligible individual children (all of those performing below

grade level). Finally, target children (those with the greatest educational need among the eligible) are scheduled to receive the services available. The NIE Interim Report (1976) indicates that, when this final step is taken, "an average of 57% of the students in target schools judged by their LEAs to be in need of Title I services actually receive them." (The range is from less than 5% to more than 100%.)

As long as Compensatory Education does not make an important difference in the performance of eligible children, the criterion used to identify them is immaterial. Let us suppose, however, that a school located in a very poor neighborhood uses its Title I funds to develop an extremely effective educational program. The program is so effective that virtually all of the enrolled children are performing at or above grade level. It is so effective that fourth-graders who transfer into the school two years behind in reading are brought up to grade level by the time they enter the sixth grade. Such a school is the goal of Compensatory Education. With that goal in mind, the implications of different eligibility criteria are more evident.

Under existing policy, Title I services are provided to children whose achievement is furthest below grade level because they are the children "with the greatest need." If the services provided were so effective that they brought these children's achievement up to grade level, the children would become ineligible for further

treatment the next year. It is an approach that seeks to make the best of a situation where there is not enough money to serve all who are eligible; and its emphasis on serving those most in need is consistent with the intent of the law and with the general American ethic of service.

There is a problem with this approach. It is wrong to think that Compensatory Education is like a vaccine which, once given, provides lasting immunity from the disease. There is no such vaccine in education. Compensatory Education is a constant struggle to counteract the deficiencies of an educationally impoverished environment, and no short-term treatment or vaccination can be expected to be effective. If an analogy is to be used, the airplane is more appropriate. When a plane's engines, combined with the wings, provide enough thrust and lift to overcome drag and gravity, the flight can be quite comfortable. Because those forces were effective in getting the plane airborne, however, it does not follow that the engines may now be turned off and everything will continue to be comfortable.

If the vaccination analogy were correct, the strategy of annually focusing on the children "with the greatest need" for Compensatory Education would be reasonable. If the airplane analogy is correct, the current procedure of using achievement criteria to target children at the school level is terribly cruel. When the services provided by Title I brings children up to grade level, it

removes their eligibility for further service until their performance deteriorates. When, because they are then denied the service, their performance becomes seriously deficient, they again become eligible. Because it will only provide better education to children who are failing, the achievement criterion can "yo-yo" children in and out of effective Compensatory Education. It is a criterion which guarantees that low achieveing children will remain low achieving children. It is a paradox.

Vaccination thinking is deeply embedded. Head Start is not evaluated for what it does, but for the differences it makes in children as first- or second-graders. A recent SRI report entitled "Research on the Effectiveness of Compensatory Education Programs: A Reanalysis of Data" (David and Pelavin, 1977) is entirely built around the search for the vaccination that will give lasting immunity:

> Therefore, we have argued that judgments of the effectiveness of compensatory education programs should include measurement of the extent to which the program impact is lasting. (p. 126)

Time and again their analyses confirmed the airplane analogy, but they never saw a plane. Instead, they concluded that Compensatory Education has not produced a good vaccine.

If a plant was growing poorly in poor soil, and it thrived and blossomed when transplanted to better soil, no one would expect it to continue flourishing if it were returned to the poor soil. The

current approach to Compensatory Education reflects the erroneous assumption that if a child once reaches grade level as the result of an improved program of instruction he or she will continue to flourish even after the program is no longer available.

Because the debilitating effects of a deprived environment are chronic and cumulative, efforts to compensate for the effects of that environment must be sustained and persistent. Compensatory Education needs to be seen as a long-term effort. Any eligibility criterion based on a transient characteristic is contrary to the requirements of an effective program. Since, in a very good program, achievement deficiencies are transient, the use of an "educational need" criterion has the unintended consequence of counteracting sustained performance improvement.

This analysis would seem to favor the exclusive use of a poverty criterion to identify eligible students. Because poverty is likely to be a more stable condition, its use would eliminate the "yo-yo" effect and provide the opportunity for planning and operating programs with greater long-term effectiveness. The problem with this approach, however, is that it would require children to meet a "means test" in order to be eligible for Title I services. Distasteful, intrusive inquiry into family incomes would be required to enforce the eligibility standard. The process of getting a child enrolled in a Title I program would have to be similar to the process of applying for welfare. Utilization of a greatest need standard,

furthermore, would single out and identify individuals as being among the poorest of the poor.

The "Extra" Service Problem

For obvious and very good reasons, Title I funds are not supposed to subsidize regular local services; they are meant to provide extra services necessary to meet the special educational needs of low-income children. Consequently, districts must always be prepared to demonstrate that the service they are providing eligible children is indeed extra--that it is above and beyond the services provided to noneligible children. That raises the next problem.

Though the law allows school districts a full range of options for complying with this requirement--from (1) keeping the regular program as it is and pulling Title I program participants out of these classes temporarily for extra, intensive instruction (this kind of Title I program is known as a "pull-out" program) through (2) keeping the regular program as it is and providing Title I program participants in regular classes extra, intensive instruction in those same classes (an "in-class program") to (3) totally restructuring the entire school program and using state and local funds to pay for the portion of the new program that replaces the old regular school program while using Title I funds to pay for additional costs of the new program, or any combination of these three options--schools usually adopt simplistic approaches, often with ludicrous results, either because they misunderstand the law, or

think that simplistic approaches are convenient for accounting purposes, or for other reasons irrelevant to the provision of high quality educational services.

The prevalence of pull-out programs is documented by the NIE Interim Report. In one school district, aides paid with Title I funds are prohibited from supervising the playground during recess because some of the children present are not eligible for Title I services, when all the school would have to do to avoid this unnecessary consequence is use state and local funds to pay for an appropriate share of the aide's salary.

The process of providing funds for individual children crosscuts the regular procedure which provides funds for the educational program of a total group of children. At first glance it may seem like a reasonable strategy. After all, when an individual child is having a problem with a class, we are used to the idea of providing some special individual tutoring to correct the problem so the child can then proceed with the rest of the class. That approach is reasonable when the problem temporarily affects an individual student. In the present analysis, however, the problem is the systematic and chronic discrepancy between what the regular school program provides and what low-income minority children need. Consequently, the need is for programmatic change rather than for temporary supplemental service. Programmatic change, in turn, requires eligibility criteria that will permit the Compensatory Edu-

cation of a child to be sustained through at least six years of elementary school, or until local school officials are sure that the improvements made in Compensatory Education can be sustained in the regular school program.

The basic unit of the education system is the school. It is the school that must devise a different educational program for the special educational needs of poor children. That does not mean that all schools need to change their programs. It would be foolish to propose changing the programs of schools where children are learning rather well. The need is for the selective and differential change of programs in schools where a large proportion of the children are poor and not learning well.

For highly centralized and standardized system such as the public schools, selective change presents some special difficulties.

Change Is Gradual

The need for change in the public schools is not a need to stop one practice and start another. The needed change is, instead, a need for persistent growth and development. All the rhetoric of educational change connotes urgency, and the concept of "reform" is particularly overworked. The problem is "serious" and "urgently" needs a major "treatment." The notion of urgency has led to a sequence of events that consumed large amounts of energy and money, but as Rist noted earlier, made little real progress.

When a major program is set up to solve a major problem, the

canons of responsibility also require a major evaluation. That is as it should be. Unfortunately, among their other problems, evaluations are geared to detect whether the big expensive treatment solves the major problem within a year or two. Because it never seems to, lots of energy and money gets shifted to figuring out why the evaluation didn't confirm the effectiveness of the treatment. This frequently repeated process is always emotionally exhausting, expensive, and a distraction from the original task.

One difficulty is that a big investment in an expensive treatment is a major commitment. It is unrealistic to expect vigorous advocates to respond to an unfavorable evaluation by admitting they were wrong. Another difficulty is that big efforts can be blind to small improvements. An evaluation aimed to detect "yes/no is the problem corrected" can fail to detect the small approximation that might be signalling the beginning of real improvement.

We need some new rules to govern the conduct of educational change. First is the rule of patience. It is not reasonable to expect to alter in two or three years a system that has been maturing to its present form for over 100 years. Second in the rule of progress. Improvement counts, and small improvements should be praised for their gains rather than damned because they fall short of complete success. The third rule is the right to fail. This is the rule that emphasizes the importance of experimenting with small units rather than large systems. When the initial investment is

very great, failure cannot be allowed. Small innovations that do not work can be judged failures and terminated without major social upheaval. The stakes in Compensatory Education are now so high, however, that a verdict of failure can't be freely rendered. Instead, we are constrained to cover the first bad bet by doubling the second. If three billion dollars is not fixing the problem, it must be because we need six billion dollars. Evolutionary development demands that a system be able to eliminate small failures as easily as it can nurture small improvements.

"Small is Beautiful"

E. F. Schumacher (1973) is an economist whose perspective on the size of organizations illuminates the problem of change in large school systems.

> In any organization, large or small, there must be a certain clarity and orderliness; if things fall into disorder, nothing can be accomplished. Yet, orderliness, as such, is static and lifeless; so there must also be plenty of elbowroom and scope for breaking through the established order, to do the thing never done before, never anticipated by the guardians of orderliness, the new, unpredicted and unpredictable outcome of man's creative idea.
>
> Therefore any organization has to strive continuously for the orderliness of order and the disorderliness of creative freedom. And

> the specific danger inherent in large-scale organization is that its natural bias and tendency favour order, at the expense of creative freedom. (p. 229)

Large-scale organizations require stability and predictability. Indeed, a great deal of the effort of such an organization is devoted to the internal business of maintaining its standard procedures. A large-scale organization can change its procedures only with very great difficulty compared to a small organization (or even a small, relatively autonomous unit within a large organization). As discussed earlier, our large, highly centralized school systems have gained order and predictability from their standardized procedures, but in the process have lost flexibility, adaptability and tolerance for diversity. There is nothing sinister or premeditated in this inflexibility. On the contrary, it would be chaotic if so large an institution changed easily.

The key to orderly change is in having small units within the large organization that can explore and experiment and develop adaptations to unique or changing circumstances. It is the small variable unit that can provide the successive little changes that enable (that are) evolution. Alternatives already exist outside the public school system, but there is a need to provide alternatives <u>within</u> the public system where the benefits of diversity can be available to the poor and visible enough to benefit the larger system.

A Matter of Choice

In their proposal for Education Vouchers, Judith Areen and Christopher Jencks (1971) explain one limitation of external alternatives.

> At present, only relatively affluent parents retain any effective control over the education of their children. Only they are free to move to areas with "good" public schools, where housing is usually expensive. . . Only they can afford nonsectarian, private schooling. The average parent has no alternative to . . . public school unless he happens to belong to one of the few denominations that maintain low-tuition schools.

The existing alternatives are not accessible to the vast majority of the poor.

The fact that we permit choice in the matter of which school to attend for the more affluent in our society while the less affluent have no real choice is a fundamental inequity. Because, with very little difficulty, we can provide public schools of choice (multiple options within the public system available to low-income families), the current inequity in the opportunity to choose is unnecessary. Because it is unnecessary, surely it will soon be unacceptable.

A Resource for Program Development

Another limitation of external alternatives is that they do not

provide the school system with internal alternatives--those variations needed for gradual evolutionary change. Under our present system, the successes and failures of external alternatives are not particularly relevant to the public system. A private school that uses a particular set of unusually effective instructional techniques is not likely to influence the standard teaching routines of the public system--especially if the effective teaching techniques require some unorthodox scheduling or staffing arrangement.

With an internal alternative, however, effective instructional techniques are highly visible to the rest of the public system. The public alternative school is separate enough not to be threatening, yet close enough at hand to be a forceful example. There is no guarantee that successful teaching methods will invade the system, but proximity is a substantial asset to diffusion.

External alternatives do not directly influence the way the public system allocates its resources. The ultimate test of acceptability for the techniques of an alternative program is met when the financially hard-pressed public system gives them financial support. If alternatives have no influence on how a school system constructs its budgets, they cannot be expected to stimulate gradual evolutionary change in the organization and procedures of the public school system. Large sudden shifts in the way a school system allocates its funds are simply impossible. Under certain circumstances, limited, carefully controlled shifts are possible.

And with that possibility comes the possibility of gradual, orderly change in the structure and practice of the schools.

III. THE CONTRACT PUBLIC SCHOOL: A RECOMMENDATION

It is the recommendation of this report that Contract Public Schools (alternative elementary schools) be established within local school districts for the purpose of providing more effective Compensatory Education to low-income children.

1. Each Contract Public School shall be governed by its own Council of Directors.
   a. The members of the Council shall be elected by the parents of enrolled children.
   b. The Council's authority to establish Contract Public School policy shall derive from a formal three-party agreement among the Council, the local board of education and the state office of education.
   c. The Council shall manage the budget of the Contract Public School which shall consist of the same amount per child as is provided for the education of comparable children in the other schools of the local district.
2. Enrollment in a Contract Public School shall be voluntary and open to all.

The Three-party Agreement

If there is anything to distinguish Contract Public Schools from the host of other proposals for alternative schools, it is the prominence it gives to a formal three-party agreement that is the foundation of its operation. The three parties involved in the agreement are: 1) the Council of Directors of an individual Contract School; 2) the Board of Education of the local school district; and 3) the state department of education or, where appropriate, the state board of education.

A Balance of Public and Private Interests

Such an agreement, drawn before the opening of a Contract School and renewed each year through negotiation, provides the mechanism needed to find the delicate balance point between the interests of a small group of parents on the one hand and "the public interest" on the other. It affirms the ultimate authority of the board of education and the state, while permitting the development of procedures designed to meet the special needs and legitimately different preferences of different groups. Although he had another objective in mind, Lawrence A. Cremin (1976) makes a fundamental point about the need for balance that is served by the formal agreement.

> So often in recent years we have cast the choice as one between a full-blown and segregationist ethnicity on the one hand and some plastic, lowest-common-denominator community on the other. I would reject both in favor of new modes of thought

> that would permit--nay, encourage--maximum variation within certain agreed upon policies. (pp. 75-76)

While it is important that alternatives have the freedom to differ in character and objectives, it is also important that those differences not offend the larger community (city, state or nation). Unacceptably extreme or radical departures from existing convention generate hositility and constraint rather than cooperation and growth. The formal agreement basic to the Contract Public School allows groups to pursue the type of program they think best for their children, but, because the school operates by agreement, the Council of Directors will have to deal with certain parameters that the larger community considers essential. In other words, it can't expect local or state approval to develop a school that refuses to teach reading, or one that teaches only occult rituals.

Legitimate proposals for alternatives have ranged from the radical antiestablishment recommendations of Ivan Illich (1971) and Paul Goodman (1960), to the less radical proposals of Educational Vouchers (Areen and Jencks, 1971), to the moderate proposals of Fantini (e.g., 1973) and others who seek public schools of choice within the existing system. For many, the positions of these advocates seem to raise the specter of extreme parochialism, or the kind of separatist position that threatens divisiveness and social friction. The reassurance needed to build a more sympathetic audience for alternative proposals is suggested by Cremin's comment

about "maximum variation within certain agreed upon policies." (emphasis added)

An alternative program can avoid irresponsible parochialism if it is based on an agreement worked out with the local board and the state before the fact. Indeed, such a procedure is far more responsible than most existing school programs because it is subject to a regular review of accomplishment. The public interest and the interests of the enrolled children are strongly protected by the fact that lack of accomplishment would prevent renewal of the agreement. Gene Mulcahy commends this point in a recent report by the National School Boards Association (1976).

> I think one of the wonderful things about alternative schools is that they can be gotten rid of when they cease to be functional.
>
> When you have to put on a big recruiting drive to get enough students. When the school falls apart. When it ceases meeting the goals that it established. When there is no energy and people no longer care about learning in the school. Then call it quits or radically alter it. If they want to go off in a different direction, that's OK too. A small alternative program can keep up with changes in kids, and if it doesn't, get rid of it.

The Right to be Different

By working with the local school board and the state, the Council of Directors gains needed protection in its right to be different.

In the formation of an agreement, the Council is expected to advocate its own position and to seek the authority to incorporate program procedures and content that differ from the conventional. That is as it should be. There is, however, a little discussed, but serious problem in protecting the right of some to be different: others, even though they are not affected, object to things that are different. Theodore Sizer (1976) explains:

> There will inevitably be a powerful, if small, group of political "ins" who will persistently argue for the existence of a school system to hammer kids into their molds, in fact to assimilate all youngsters into nativist norms and patterns which this group finds minimally acceptable. (p. 34)

A formal agreement with the board and the state legitimates the alternative and lends it a protective shield against those groups who not only don't want anything different for their children, but also wish to deny others access to alternatives.

A Case Study

For several months of the 1974-75 school year, Kanawha County, W. Va., was racked by vitriolic controversy. At issue was the 3-2 decision of the five-member board of education to adopt certain textbooks that many district patrons found unacceptable. It was not a gentle difference of opinion. According to a series of reports in Education Daily, empty classrooms were dynamited, protestors

arrested, two men shot, and the coal mines were closed by parent picket lines. The district superintendent resigned, delegations went to the White House and the U.S. Office of Education, U.S. Treasury Department agents were sent to investigate the bombing of the board of education, and arrest warrants were served on school board members.

The 48,000 pupils of the district come from Charleston as well as the rural areas of the surrounding county. It is a district of diverse cultural values. Some people in the district who hold more conservative and fundamentalist values found the new books deeply offensive. The more urban patrons of the district were less disturbed by the content of the books, but were deeply resentful of those who would act as censors by banning the selected texts.

> In answer to a reporter's question, several speakers at the news conference said thay opposed the idea of allowing parents who want disputed texts to have them for them for their children, while other texts acceptable to protesting parents are used by their children. "What, mix good apples with bad?" responded one of the speakers. (Education Daily, October 22, 1974).

A spokesman for the superintendent's office is reported to have said that the trouble may have been caused because parents were not involved in the selection of the books as they usually had been in the past. There is a bit or irony in the Education Daily report of February, 10, 1975:

> An investigatory panel sent to Kanawha County by the National Education Association to look into the textbook controversy found "a community long divided with itself along lines of class, urban and rural life style, religious belief, and cultural values" and recommended that alternative public schools using "traditional" teaching methods be set up. (emphasis added)

The Kanawha County tragedy may be the most dramatic, but it is certainly not the only instance in which diverse client groups within large school districts are poorly represented by a school board that is obliged to make uniform policy for all schools. The obvious point is that pre-negotiated agreements could, in cases such as these, protect the rights of subgroups within a district to be different in ways that do not violate the standards of the larger community.

Development through Negotiation

The kind of three-party agreement advocated here has been previously used effectively in Compensatory Education. During the 1970-71 and 1971-72 school years, Project Follow Through used such agreements to describe objectives and procedures and to specify the mutual rights and obligations of the local Follow Through project, the sponsor organization (outside program consultant and trainer), and the U.S. Office of Education. Even though these agreements might not have been able to stand the test of litigation, they were,

in the opinion of many, the most powerful instruments for program development ever available to Follow Through. The strength of the agreement was not primarily in its resulting documents (although those were useful). Its primary influence came from the negotiations and bargaining sessions preceding the final agreement.

Each party had understandably different positions at the beginning of an annual negotiation. The local school districts, financially hard-pressed and constrained by seemingly inflexible rules, sought to gain Follow Through funds with the least possible disruption and programmatic "interference" by the sponsor. The sponsor organization, seeking the best possible demonstration of its educational model, sought maximum opportunity to innovate--to change conventional practice. The U.S. Office of Education, which provided the funding for the program, sought maximum effects at minimum costs. The resolution of these differences was instrumental in creating the conditions for the implementation of several very effective Follow Through projects.

Follow Through negotiating sessions constrained all participants to deal in very specific terms, and to understand one another's positions clearly. Each party wanted more than the others were willing or able to permit. The resulting compromise, however, allowed each participant to be a little happy, for each had made a little progress--not enough, but some. The sponsors, once they understood the constraints of the local district, often found ways

to adjust their procedures without compromising their objectives. The local districts, once they understood the specific procedures proposed by a sponsor often found ways to accommodate some portion of them. The U.S. Office of Education, once it understood the specific needs of a project and sponsor, often found ways to mediate differences and, occasionally, to adjust a dollar allocation.

The Follow Through experience has obvious implications for Contract Public Schools. The negotiation of a three-party agreement is a series of encounters where consensus is achieved about where a project is going, how it has decided to get there, and how it will demonstrate that it has arrived. To the extent that a Contract School's objectives are more comprehensive or contain elements not customary in the regular school system, advocates are encouraged to develop ways of describing and measuring the novel elements. If, for example, a Contract School seeks academic achievement plus greater "personal responsibility" among its students, it implicitly accepts the task of devising an acceptable (to the school board and the state) way of describing "greater personal responsibility." The formal agreement necessarily brings together consideration of program strategies and evaluation strategies. That, in itself, is a powerful endorsement for such an agreement. Existing school systems have a host of procedures for evaluating academic achievement, but it has been far less successful in developing accepted techniques for evaluating the quality of a child's educational

experience, or for evaluating the array of educational effects beyond the circumscribed domain of academic achievement.

A Stabilizer in Troubled Times

There is yet another benefit of a formal agreement. It acts as a stabilizer during events that, in the short-range perspective of the moment, seem to indicate the need for immediate changes. The agreement prevents any of the three parties from abruptly and unilaterally changing the rules of the game. The Council is not free suddenly to change agreed upon procedures of reporting; the school board cannot suddenly introduce a new supervisory procedure; and the state is not free to decide, without cause, that the whole arrangement ought to be stopped at midyear. Changes and adjustments can be made, of course, but they are made jointly and with the soothing deliberateness of renewed negotiations and jointly achieved amendments to the original agreement.

Each year, new negotiations serve to insure that the objectives and methods of a Contract School are acceptable to the larger community. Each agreement is a clearer statement than its predecessor, and each is augmented with additional experience. Every year, the specific and particular aspirations of the Council are clearly represented to their subordinate governing bodies in a way that protects the right of some to be different and, simultaneously, protects "the public interest." And, not to forget a prime benefit

of this kind of arrangement, every year is a potential opportunity to terminate the whole enterprise if any of the subscribing parties can no longer admire its potential.

In the nature and procedure of a formal agreement, school districts obtain the flexibility denied during the development of the "one best" system. They acquire a new capacity to explore and innovate in nondisruptive ways, and at virtually no cost, they can examine and judge the relevance that alternative programs might have for the larger system.

A Partnership with the State

Public elementary education is a responsibility of state government. That responsibility is typically articulated in each state's constitution and elaborated in statutory and administrative law. State education agencies (SEAs) promulgate regulations that govern the conduct of local districts, they certify teachers, and they distribute state and federal funds to local districts. Clearly, the SEA has a critical strategic role in public education.

The SEA has a particularly central role in Compensatory Education. In Title I, ESEA, for example, the SEA distributes the funds and is primarily responsible for maintaining the records and submitting the fiscal and evaluative reports required by the U.S. Office of Education. The SEA is directly charged with operating Title I programs for handicapped, neglected or delinquent, and migratory children. Moreover, during the past decade, many states

have developed their own state-funded Compensatory Education programs.

In spite of the SEA's key role in the operation of Compensatory Education programs at the local district level, they have often been viewed by both federal and local agencies as simply a convenient conduit for funds and reports. They have not had the proprietary influence that would be expected given their ultimate constitutional authority for providing public education. The historical and political reasons that SEAs have been underutilized are not important in the present context. It is, however, important to recognize that there is much to be gained by better exploiting the technical assistance resources of SEAs in the development and operation of Compensatory Education programs.

- It is the SEA that often has the most immediate knowledge of and access to federal programs and funds.
- Local school funding is heavily affected by decisions at the state level of government.
- The SEA can influence how state legislatures formulate statutes that interpret the states' constitutional responsibility in education.
- The SEA is an existing dissemination system. To the extent it has an informed interest in effective local programs it can foster the introduction of those programs in other communities throughout the state.

As a partner with a local board of education and a Contract School's Council of Directors, the SEA becomes a co-proprietor in the development and operation of those internal alternatives that have the potential to become useful models for other districts within the state. Nothing in this arrangement abrogates the authority of the local school board, the Council of Directors or the state. Because the three-party agreement is entered voluntarily, no one party can coerce any other, and, when the different perspectives of each interest group are compatibly represented, the chances for a successful venture are greatly increased. Each partner has something to gain from the contributions of the other two.

Reestablishing the Role of the Local Board

There is a fascinating inconsistency that is one of the legacies of the recently increased role of the federal government in public education. On the one hand, the dollars and regulations of federal programs have tended to draw policy decisions even further away from the local school board--a kind of national extension of the centralization process discussed earlier. On the other hand, many of those same federal programs (notably Head Start, Title I and Follow Through) have mandated the formation of local patron groups to serve an advisory function that tended to draw policy decisions closer to the local school. Both tendencies have had some beneficial effects, and both have had some problems.

One of the problems has been that the local board of education

yielded some of its perquisites in both directions in exchange for the helpful dollars that came with the programs (so, in fact, did the state). For those inclined to examine the teeth of gift horses, it is quite possible to make a reasoned argument that, quite unintended, federal education legislation in the 1960's began the development of a new form of dual school system. Federal agencies and local parent groups began building and operating one system for poor children, and local education agencies continued to operate a separate system for non-poor children. The policies and procedures for each system were progressively insulated from the other by virtue of their independent funding and mutual suspicion.

The Contract School three-party agreement makes a small but important contribution to an organizational arrangement needed to reestablish the policy role a local board is expected to have in the design and operation of local programs--for all children. As a partner with a Council of Directors and with the SEA, the local board regains its role as a policymaking agency in the area of Compensatory Education, at least for the compensatory programs provided by Contract Public Schools.

A Vehicle for Parent Involvement

It seems self-evident to assert that the effective education of children is the joint and shared responsibility of both parents and professional educators. Although it may seem difficult for anyone to argue that parents have no business messing with their

children's education, as noted earlier, the expansion and centralization of school districts have made it very easy to prevent parents from being involved in locally developed educational programs. The rhetoric of parent involvement is well accepted, but the political and organizational realities of operating school districts are quite to the contrary.

The Contract Public School provides an organizational arrangement that is consistent with the rhetoric of parent involvement, yet it preserves the local board of education's ultimate authority for educational program policy. The Council of Directors of a Contract School is not an independent school board; it is more like a well-developed Policy Advisory Committee.

IV. THE PARENT-ELECTED COUNCIL OF DIRECTORS

When used in connection with Title I, the acronym PAC stands for Parent Advisory Council. A Title I PAC is a group of people, at least half of whom are parents of Title I children, that advises a local school district in planning, implementation and evaluation of a Title I program. How their advisory functions are to be fulfilled is not rigidly specified, and funds are not specifically allocated by Title I to support PAC activities. In districts where several schools are involved in a Title I program, each has its own school advisory council. According to the regulations, "The purpose of the Advisory councils is to encourage parental involvement at the local level as an important means of increasing the effectiveness of programs under Title I."

When used in connection with Project Follow Through, the acronym PAC stands for Policy Advisory Committee. A Follow Through PAC is also a group of people at least half of whom are parents of Follow Through children, but, in the experience of the authors, Follow Through PACs have tended to be more vigorous than their Title I counterparts. (Perhaps because regulations provide for Follow Through funds to be used to support PAC activities?) Some Follow Through PACs do not merely approve their annual program proposal,

they write it. There are PACs in large urban districts that have established criteria for the hiring of classroom staff and they participate in all hiring decisions. Follow Through PACs have been responsible and valued contributors to their programs.

The Council of Directors of a Contract School is modeled after the most effective of the Follow Through PACs. The Council is a group of people elected by the parents of children enrolled in a Contract School. Their responsibilities are analogous to those of a school board, but their authority is based on and limited by the provisions of the three-party agreement. To the greatest degree acceptable to the school board (and that will vary with the track record of the Council and the composition of the board), the Council is expected to be responsible for the management and operation of a Contract School.

The Council of a Contract School would formulate its own by-laws describing the qualifications, method of election and duties of Council members and officers; and the qualifications, method of selection and duties of Contract School staff. The Council would similarly be expected to formulate the goals and objectives of the school's educational program and provide for their periodic refinement or renewal in accordance with the aspirations of the entire parent group. The Council would formulate and manage the budget of the Contract School, and make adequate provision for securing the technical assistance and support needed to implement an effective

educational program for the children enrolled.

It would be unusual for a Council to be composed entirely of parents, although the possibility is conceivable. It is more likely that a Council would contain parents, teachers, school administrators and community leaders--even student representatives in some cases. The composition of the membership is not critical. It is critical that the Council be elected by and responsive to the wishes and evaluations of the parents of enrolled children. That is the arrangement that permits the essential dialogue between policy and evaluation discussed in Chapter II.

Parental Interest in Participating in Policy Formation

Those who oppose greater parental involvement in education commonly accept the judgment that parents, particularly low-income parents, have neither the interest nor the capability to participate significantly in the operation of public schools. An alternative position, generated from the experiences afforded to some parents through Compensatory Education programs in the past, asserts that parents who have been given the opportunity for meaningful involvement are interested in participating in their school's decision-making process, and that, given the opportunity, parents can and do develop the skills to do it well.

To explore which assumption might be more accurate, parents of second-grade children in Follow Through projects across the country were asked to complete a one-page questionnaire. As the sample

form in Appendix A indicates, the parents were asked about their attitudes toward PAC and if they were interested in and felt capable of making policy decisions about their own school.

The informal poll was conducted by eleven Follow Through sponsoring organizations, and the staffs of their affiliated local Follow Through projects. In November 1976, questionnaires were sent to each participating local project directly, or through their sponsor's home office. When the questionnaires were received at each local project, the second-grade children were asked to carry the form home, have their parents answer its six questions, and return it to school the next day. Completed forms were collected and mailed directly to The University of Kansas.

The distribution and return of the forms provided some interesting information. For example, there were known to be 17,407 second-grade children in the local projects of the 15 sponsors who initially agreed to participate in the poll. Four of those sponsors, however, did not distribute the forms to local projects, thus reducing the potential population of respondents by 1,967. For a variety of other reasons, an additional 6,048 potential respondents never received the questionnaire. In several projects it was reported that the shuffling of students and staff as a result of desegregation left the PAC in a "formative" stage, and parents did not have "enough experience" to fill out the questionnaires. In a large city with several Follow Through projects, the City-Wide PAC

decided it could not participate without prior approval and input from the Follow Through parents and until official school district approval was obtained to conduct the poll. When the undistributed forms are subtracted from the original group of 17,407 potential respondents, 9,392 remained who had the opportunity to respond.

In many cases the polling procedures went as planned, and 3,458 completed questionnaires were received. The items concerning PAC membership and participation were left blank by 438 respondents, so their questionnaires were set aside. The remaining 3,020 forms used in the present analysis reflected the views of PAC members in 192 schools in 41 states and the District of Columbia. All regions of the country responded, from Hawaii to New Hampshire, Alaska to Florida. The questionnaires came from rural and urban communities, as well as Indian reservations.

Of the 28% (841) reporting they were <u>not</u> PAC members, 619 indicated they never participated in PAC activities. This is an important group of parents. Although they have second-grade children in Follow Through they do not participate in PAC in any way. Consequently, they are similar to that large group of parents who, even though they have children in a Compensatory Education program, are not involved in the program themselves. In that respect, this group of parents is similar to most parents of elementary school children.

In the present analysis, four groups of parents are of partic-

ular interest: 1) those who have been members for more than a year and always participate, 2) those who have been members for more than a year and sometimes participate, 3) those who have been members for a year or less or never participate, and 4) those who are not members and never participate. These four categories of respondents describe a dimension that might be called "amount of PAC experience." The responses of these four groups to a question about the PAC's ability are most descriptive of parents' interest in making policy for their children's school.

Table I

The distribution of parents' responses to the question: "Do you agree that the PAC has enough interest and experience to do a good job of making policy decisions about its own school?"

	Strongly Agree	Agree	Don't Know	Disagree	Strongly Disagree
PAC member for more than a year:					
Always Participate (489)	61%	37%	2%	0%	0%
Sometimes Part. (1070)	38%	52%	9%	1%	0%
Members 1 yr, or less or never Part.	29%	49%	20%	2%	0%
Non members who never part. (619)	12%	29%	1%	1%	2%

Although none of these four groups of parents expressed strong negative attitudes toward PAC, a majority of those with no PAC experience refrained from any positive response and only 12% of them responded "strongly agree." Among members who always participate, however, 61% made the most favorable response possible. Groups intermediate in involvement were intermediate in their expression of favorable attitudes. Indeed, there is one finding that is repeated again and again: favorable attitudes toward PAC are directly related to the amount of PAC experience. Among all parents who indicated they "always participate" in PAC activities, the percent responding favorably increases with the number of years of experience. Among all parents with the same number of years of experience, the percent of favorable responses increases as the level of participation increases from "never" to "sometimes" to "always."

The consistency of this pattern is illustrated by the responses to all six questions by parents at the two ends of the experience dimension: those who have been PAC members for 6-10 years and always participate, and those who are not members and never participate. This comparison is shown in Figure 1 on the following page. Consistently, experienced PAC participants respond most favorably, while non-participants are very low in favorable response and high in the "don't know" category.

There were enough forms returned from the local projects of

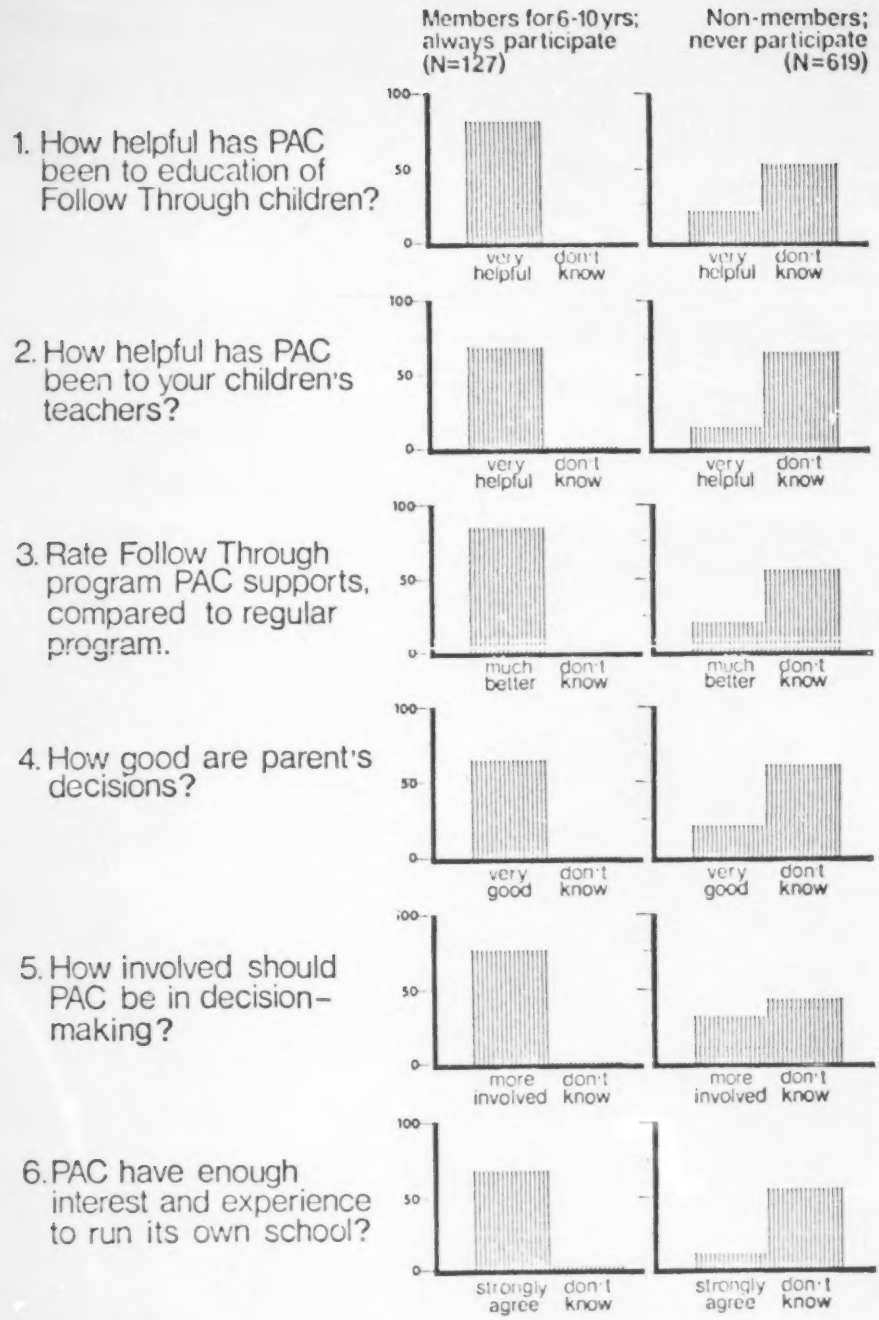
Members for 6-10 yrs; always participate (N=127)
Non-members; never participate (N=619)
1. How helpful has PAC been to education of Follow Through children?
2. How helpful has PAC been to your children's teachers?
3. Rate Follow Through program PAC supports, compared to regular program.
4. How good are parent's decisions?
5. How involved should PAC be in decision-making?
6. PAC have enough interest and experience to run its own school?
100
50
0
very helpful
don't know
much better
very good
more involved
strongly agree

Figure 1. The percentage of responses per question in the most favorable and in the "don't know" categories is shown for two groups of parents: PAC members for 6-10 years who always participate, and non-PAC members who never participate.

seven of the eleven participating sponsors to merit separate analysis. The pattern of responses made by parents was quite uniform across all sponsors in spite of model differences in the role of PAC. Figure 2 on the following page indicates that, regardless of sponsor affiliation, PAC members who "always participate" predominantly responded in the most favorable way to all six questions. With similar consistency, very few parents with no PAC experience responded in the most favorable category to all six questions.

One additional finding is of importance primarily because it is not related to parents' expressions of interest in making policy for their own school. The unrelated variable is the percent of respondents from each sponsor reporting PAC membership, which ranged from 50% to a high of 92% without altering the relationship between the expression of favorable attitudes and the amount of PAC experience. Those with PAC experience like it and want it to do more. Those without PAC experience are not sure if they like it, and they are not sure it should do any more.

An informal poll of Follow Through parents does not provide conclusive evidence that all low-income parents are able and eager to begin managing their own school programs. The responses obtained, however, do indicate that there are Follow Through parents who are interested in expanding PAC functions to approximate the type of participation proposed for a Council of Directors.

The idea of each school having its own policymaking group is,

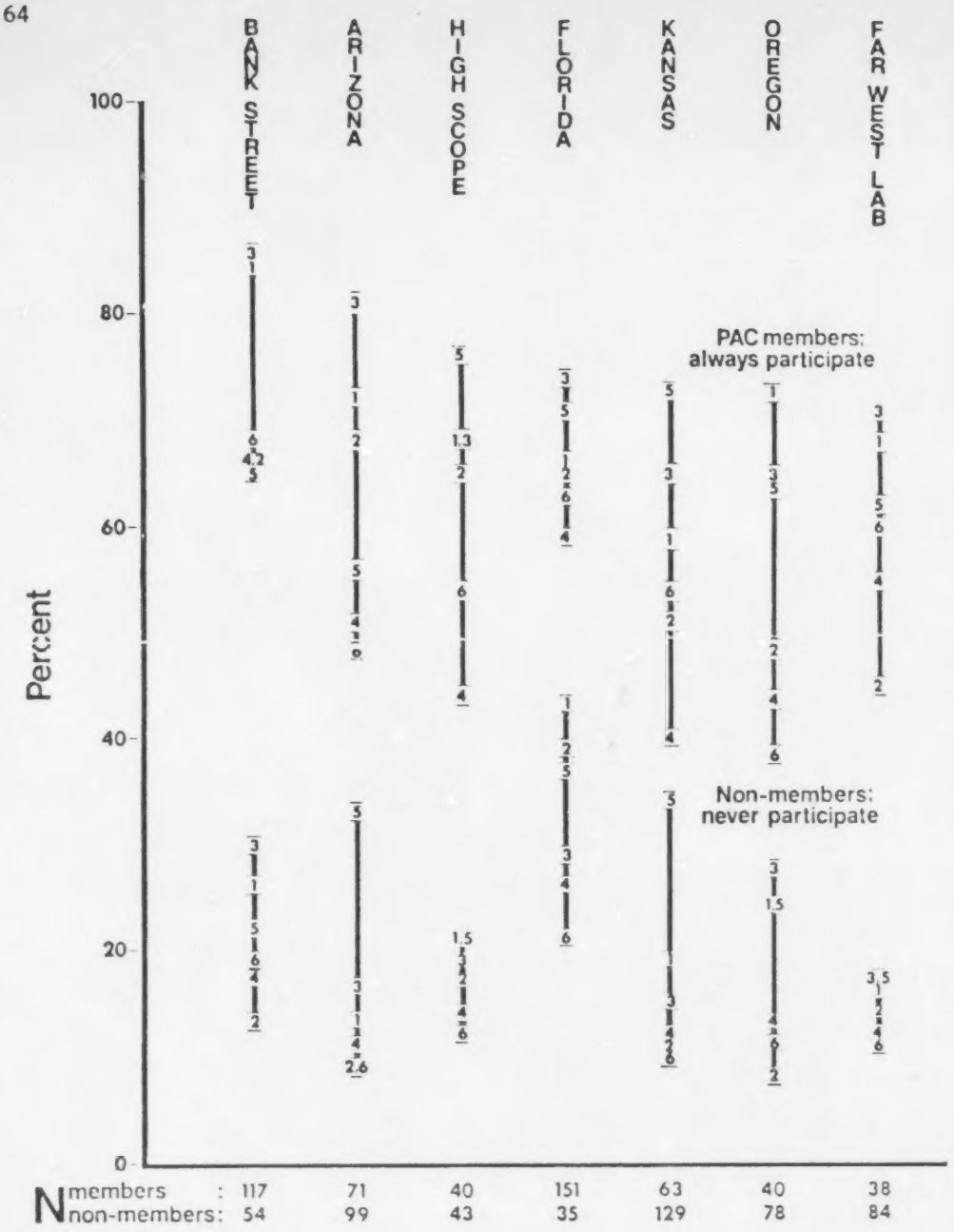

Figure 2. The percentage of participating and non-participating parents from seven sponsor groups responding in the most favorable response category for all six questions is shown. The numbers along the distribution lines represent the actual questions (1-6).

of course, now new. Title I's school advisory councils reflect the same interest in having those affected by a policy involved in its formulation. Until World War I there were hundreds of neighborhood school boards--boards that made policy for individual schools--both in rural and urban areas. It is, in fact, the idea of a centralized board of education serving all the diverse communities of a district that is a relatively recent development. Consolidation was, in part, a strategy for reducing the political and financial corruption that was also a part of the system of boards for individual schools. A Contract School Council is not an independent school board in the old sense. It is a policy group of local clients, the local board of education and the state.

It is difficult to conceive a policymaking group that is not allowed to have any influence on the way resources are allocated. Consequently, it is essential that the Council of Directors have primary responsibility for the design and management of the budget of a Contract Public School. Such a proposal is no longer radical. Because fundamental budget decisions will be incorporated into the three-party agreement, and because of recent developments in the technology of school-based management, the necessity of having the Council manage the budget of a Contract School is now a practical possibility.

School-based Budgeting

Budget allocations to schools are usually determined by a

series of budget norms that account for such variables as the number of pupils, the age of the building and the number of square feet of classroom space. These budget norms determine the number of teachers, teacher aides, administrators, custodians, textbooks, curriculum supplies, etc. that each school receives. Budgeting therefore involves critical decisions about how a school will operate and who will operate it.

Once the norms have been established, usually by central office staff, individual school allocations are determined by a largely mechanical process. The system provides for little flexibility, because it requires that staffing ratios and expenditure patterns be identical and therefore presumably equal for all schools in a district. Budget norms do not typically reflect the desires of parents and staff in any individual school or the differing educational needs of the student populations.

Traditional budgeting schemes are clearly at odds with the goals of Contract Public Schools. As alternative strategy, which would allocate a lump sum directly to the school building level, would be required. This idea is not particularly new. Interest in school-level lump-sum budgeting has been growing ever since the community schools movement became popular (e.g., James and Levin, 1970), and has been proposed as part of various school system decentralization strategies. Pierce (1976), for example, discussed "school-site management" as a type of intermediate reform that will

be more successful than either conservative measures like management by objectives and planning-programming-budgeting systems, or the more extensive changes that Education Vouchers were designed to produce.

Various states and school districts around the country have begun to use some degree of school-site budgeting and management. For example, in the Newport-Mesa Public School system in California, the central office allocates to each school, on the basis of the total number of pupils in the school, a number of staff units and a number of resource, or non-staff units. A staff unit equals the school district's average teacher salary ($17,113 in 1975-76), and a resource unit is based on the previous year's average non-staff expenditure per pupil, adjusted for factors such as inflation and changing revenues ($160 in 1975-76). Each school is also allocated one principal position and one secretary position. The total number of staff and resource units to which a school is entitled (one staff unit per 22 pupils in 1975-76) are then allocated to the school site. The staff at the school, together with a parental advisory council, can then determine the personnel mix and instructional resources needed for the school, within state restrictions. In Newport-Mesa, however, the budget is still largely managed by the central office, and the traditional patterns of administration are assumed.

In the Monroe County, Florida School District, a lump-sum

budgeting strategy has been developed and implemented that closely approximates the system required for Contract Public Schools. Monroe County's system of "school-based management" is important because it is a real and working model of a promising management and budget technique.

School-based Management in Monroe County, Florida

The Monroe County School District stretches along the uneven chain of islands that make up the Florida Keys. Key Largo, the northernmost community, is 58 miles south of Miami, and 100 miles north of the District's central administrative offices in Key West. The County's population is clustered in three geographic areas - the upper, middle and lower Keys - which are approximately 50 miles apart. The scenic Overseas Highway connects the Keys to the mainland by means of a series of bridges and causeways. There are approximately 550 teachers in the fifteen school centers of the district (nine elementary schools, two junior highs, one senior high, one junior-senior high combination, one K-12, and one special school) which serve nearly 10,000 students--many of whom are transient.

Over the past five years, the Monroe County School District has been developing a system of decentralization called school-based management, which derives from business management theory (e.g., Drucker, 1974). By placing the management of personnel and material resources at the school building level, program decisions are made

by the people responsible for program implementation. The system incorporates the following elements:

- Funds are allocated to the schools based on the number of children, and on school center needs.
- Decisions on how funds for instruction are to be spent are made by school staff, parents and community members.
- Each school center prepares its own comprehensive educational plan.

The superintendent of Monroe County School District initiated the move to school-based management in 1970 as a way of giving the staff and community of each school center responsibilities for developing their own educational program based on local needs. The move to school-based management was projected as a five-year plan to provide enough time to reorganize the district staff, for training district and school staff in the new skills they would need, and to allow a gradual shift of the control of resources from the district level to the school level. By the close of the 1975-76 school year, the traditional centralized system had been replaced by a system based on building-level control of budget and program.

Six years after the transition was begun, Monroe County's school-based management system is operating. It is characterized by: 1) team management at both the school and district level; 2) active lay advisory committees; 3) comprehensive educational plans at the school and district level; 4) a program audit/evaluation

system; and 5) a comprehensive budgeting and accounting system.

Team Management

Although each school center decides on its own team approach, elementary school "leadership teams" usually consist of the principal, the assistant principal, the community school coordinator, the guidance counselor, and teachers. With the assistance of district staff and the local community, these teams are responsible for assessing the needs of students in the school center, planning educational programs and the budget, designing data collection and monitoring systems and evaluating the system.

School Lay Advisory Committees

By law in Florida, district level advisory committees must be involved in the preparation of annual school reports to parents. In Monroe County, parents and students play an even larger role. Each school center in Monroe County has its own advisory committee of parent representatives, staff representatives, and the school principal that share in developing and implementing the school's comprehensive plan.

Comprehensive Educational Plan

For the past four years, the state of Florida has required that each school district develop a comprehensive educational plan. In Monroe County, the district's plan is made up of the educational

program objectives developed individually by each school. The school centers are free to determine their own program priorities and objectives except that they are required by the district to have at least one major objective in each of the ten goal areas established by the district, and designed to meet state legal requirements, and at least one objective in organizational development (e.g., the school center's management process). The superintendent and the members of his district management team have conferences to review the school's objectives. This process forms the groundwork for the audit system, described next and also provides the basis for yearly evaluation.

Audit/Evaluation

The purpose of the educational audit is to verify the accuracy and appropriateness of data used in evaluating the individual school's programs. The auditor (who is a member of the central district staff) makes sure that the school's program objectives are stated in measurable terms, and he monitors program implementation. Through interim evaluation reports, periodic on-site visits and a final evaluation report submitted at the end of each school year by the building principal, the auditor assists the school building staff and the superintendent negotiate objectives for the following school year.

Budgeting

School districts in Florida are allocated state funds on the basis of a pupil weighting procedure that assigns each student a weight that estimates the cost of educating that student. For example, a student in grade 4, 5, or 6 receives the lowest weighting, 1.0, and students in the Home Bound program the highest, 15.0. The school district receives state funds based on the total weighted number of pupils.

In Monroe County, the weighted number of pupils determines the lump sum allocated to each school. The district first draws up an estimate of all expected revenues for the year. Then the amount required to fund all "district obligations" is determined. District obligations include the salaries of district office personnel, insurance payments, capital outlay, district-wide maintenance and reserve funds. The difference between the total district budget ($15,457,455.01 for 1976-77) and the district obligations ($6,652,375.48 for 1976-77) is allocated to the school centers, on the basis of each school's total weighted full-time equivalent students (FTE). The total weighted FTE expected in Monroe County in 1976-77 was 12,400 (enrollment is just under 10,000), providing each school with $710.08 for each weighted FTE ($15,475,455.01 - $6,652,375.48 = $8,805,079.53 ÷ 12,400 = $710.08).

A portion of the district obligations is also allocated to each school center. This amount covers the direct costs of running the

school over which the principal and the local staff have no discretionary control (e.g., principal's salary, telephone, utilities, building maintenance and a supplement for teacher salaries).

In the case of utilities, the school centers have an incentive to conserve because a portion of any savings in this category is returned to the school center's discretionary budget. Each school center also pays its share of the cost of the district's support services personnel (i.e., curriculum coordinators and directors of programs, such as early childhood education, vocational and adult education, etc.). However, each school decides whether the available services are needed to achieve their educational goals. Support personnel go to the schools only when invited by the local staff. Each school may hire outside consultants if they so desire Members of the superintendent's team, on the other hand, act as monitors and evaluators for the district, and reserve the right to visit each school.

Accounting

Each school district in Florida must have a system of cost accounting that is the basis for annual accountability reports to the state. Monroe County's Cost Accounting Management Information System (CAMIS) is a computerized accounting system. Accounts are reported at the district and the school center level in terms of fund (such as the general operating fund or the student activity fund),

object (the actual service or commodity such as salaries, employee benefits or capital outlay), and function (the activities such as instruction, instructional support and community services).

Each school center receives monthly expenditure-transaction reports that indicate the amount budgeted, encumbered, expended and the balance in each category. The information is summarized in several different ways so that, for example, a principal can tell the amount of money remaining overall in his materials and supplies budget, or the amount available to grade 1 only. The printout shows the "direct costs" portion of the district obligations as well as the amount allocated directly to the school. At the end of the school year, each school center receives an accounting of its total encumbrances and expenditures for the year, including any balance or deficit brought forward from the previous year.

Lessons from the Monroe County Experience

School-based management in Monroe County involves district personnel at all levels. It took five years from initial planning to full implementation in all the Monroe County schools. Although there is no way to predict how long it might take another school district to accomplish the same goal, the knowledge gained from Monroe County should make it easier. At the beginning of the implementation process, it must be decided who is going to make what decisions. Further, the decision to implement a decentralized management system must be firm. Commitments by the superintendent

and support from the local school board, the superintendent's staff and the state office of education are essential. A commitment must be made to the local school staff and clients, and the rug cannot be pulled out once they have been given the new authority.

School-based management in Monroe County changed the traditional authoritative, top-down organizational structure to one in which each school center and community has the authority, and the necessary budget control, to make their own program decisions. Authority has been delegated. The superintendent is no longer the "bad guy," to whom all problems eventually revert. However, the superintendent maintained his responsibility to the school board for the operation of the County's schools, and the board's procedures did not change (e.g., for approval of new teachers). Still the school centers have greater flexibility within known limits. They can make their own decision, as long as the audit-evaluation reports continue to show that the school is meeting its objectives.

Implications for Contract Public Schools

Monroe County's system of school-based management is consistent with the goals of Contract Public Schools. It allows critical budget decisions to be made at the school level so staff and resources can be matched to individual pupil needs.

A weighted pupil system could earmark funds for a Contract School on the basis of the total number of pupils, with, as in

Florida, extra weights given to students in grades K-3, to students from low-income families and to students with low educational achievement. For example, assume that a Contract School with a student population of 100 was composed entirely of K-3 students and had 50 students from low-income homes as well as 30 low achieving students. If the K-3 students were weighted 1.234 and the low-income and low achieving students were weighted 1.25, the total weighted number of pupils in the Contract School would be 148.08 or [20(1.234) + 50(1.234)(1.25) + 30(1.234)(1.25)]. If one FTE were guaranteed $600, an additional $28,848 (600 x 48.08) above the base $60,000 (600 x 100) would be earmarked for the Contract School.

The definition of the pupil weights is clearly critical, and they must be inclusive and accurate. A potential problem is the incentive in the system to give students inappropriately high weightings. The usual way to guard against this problem is to have a multidisciplinary team (e.g., a psychologist, social worker, nurse, speech therapist and learning disabilities specialist) make the decisions on the weight each student should have.

Although Florida's pupil weighting formula is appropriate for a Contract School, it is not a prerequisite. The basic requirement is to provide the school with an equitable lump sum based on the number of pupils enrolled. Any method is satisfactory if it assures that the funds earmarked for Contract Schools are the same per child as are provided to comparable children in the other public

schools of the district.

Resource allocation to schools within a district through school-based management procedures has the additional advantage that individual schools may design and fund an educational program of their choice while still leaving the responsibility of the district intact. That is, shifting the decision-making process to the school building level does not conflict with existing statutes as long as district, state and federal goals are expressed in the goal of individual schools. For example, a public school could not elect to determine student admissions on the basis of race or religion. Nor could it refuse to provide instruction in all areas mandated through state law. However, a school could choose to emphasize the basic skills or music education, or to use some of its funds to hire parents as teacher assistants.

School-based management also makes it easier to assure that Compensatory Education funds and other special purpose funds are allocated appropriately. Because the system requires accounting on a school-by-school basis, annual expenditure patterns are available at the school-site level. When combined with annual educational achievement reports (as they are in Florida), a wealth of information enters the public domain.

The public availability of such a rich set of data supports the goals of a Contract School. Annual expenditure and achievement data on a school-site basis--data available in very few

school districts in the country--are critical to genuine accountability. A Council of Directors, as well as the district board of education, need such information in order to assess the program of a Contract Public School.

The following management and budgetary procedures would be required for a Contract Public School:

1. A Contract Public School would be allocated a lump sum to fund its educational program. The total amount of the budget would be the same per child as is provided to comparable children in the other public schools of the district. The amount could be determined by a pupil weighting system or some other way that is consistent with the different classifications of pupils.

2. Decisions on how funds for instruction are to be spent are made by the Council of Directors of the Contract School, within the provisions of the annual three-party agreement.

3. Each year, the Contract Public School would establish its own educational plan which would be approved under the terms of the annual agreement.

4. An accounting procedure would provide monthly reports of the school's expenditures and balances in all appropriate categories.

5. The local board of education would evaluate the performance of the Contract Public School at regular intervals on the basis of its budget reports and educational performance reports.

6. Training would be required for the Council and staff of the Contract School in budget planning and management.

7. Members of the school district's finance and accounting office would assist the Council and staff in devising a cost accounting system for a Contract Public School.

V. LEGAL CONSTRAINTS ON THE IMPLEMENTATION OF CONTRACT PUBLIC SCHOOLS

A Contract Public School is client-controlled, governed by a parent-elected Council of Directors under contract with the local school board. It offers a comprehensive program (not an add-on to the regular curriculum) designed to meet the special needs of low-income children.

Major legal obstacles confront these and other central features of a Contract School. Two state law obstacles are: first, the anti-subdelegation doctrine, which prohibits boards of education from signing away their control of public schools; and, second, state collective bargaining laws, which may grant union representatives the right to bargain over either the initial decision of the school board to contract with the Council, or decisions affecting the day-to-day operations of the Contract School.

Potential obstacles exist in federal law as well. Depending on the extent of the authority granted the Council of Directors, residents of the area served by a Contract School may have a constitutional right to vote in Council elections under the equal protection clause of the Fourteenth Amendment.

Additional obstacles arise if federal funds from Title 1 of the Elementary and Secondary Education Act of 1965 are sought for a

Contract School. Title I funds must be controlled by a public agency; the Council of Directors may not qualify. Title I funds may not supplant state and local funds, nor may they be used to provide services which should be provided by state and local resources. The comprehensive nature of the Contract Public School program and the fact that it is intended as an alternative, rather than a supplement, to regular school programs may violate these requirements.

To be eligible for Title I funds, school districts must allocate their non-federal resources so that state-and locally-funded services in Title I schools are comparable to those in non-Title I schools. If a Contract School does not receive its full complement of state and local funds, Title I funds cannot be made available for additional costs.

The remainder of this section discusses the implications of these and other legal barriers which may exist for Contract Public Schools and offers specific recommendations.

State Legal Constraints

State statutes vesting educational governing authority in local school boards and collective bargaining laws are the two most significant obstacles confronting Contract Public Schools. All states have at least one of the two; most have both.

The Anti-subdelegation Doctrine

Issue. The basic governing unit of a Contract School is the

Council of Directors composed of elected representatives of parents of enrolled children. The Council of Directors derives its powers from a contract negotiated with the board of education of the school district in which the Contract School is located.

State statutes delegating powers to school boards, however, have generally been construed to prohibit school boards from subdelegating their authority to others:

> A school board is a public body and arm of the state and can neither contract away its duties nor delegate them to other people.

Board of Education v. Ohio Education Association, 225 N.E. 2d 538, 541 (Belmont County C. P., Ohio, 1967) quoted in "Note--School Decentralization: Legal Paths to Local Control," 57 Geo. L. J. 992 (1969).

This is the traditional rule, known as the anti-subdelegation doctrine. Since it stems from the interpretation of state statutes, and statutes vary from state to state, the circumstances in which the doctrine applies also vary from state to state. However, most, if not all, states have a statute similar to the following provision of the Pennsylvania code:

> The duties of the board of public education ...shall be--
>
> (1) To define the general policies of the school system.
>
> (2) To legislate upon all matters pertaining thereto.

> (3) To determine and direct all expenditures for the maintenance and improvement of the school system, ...
>
> (7) In general to legislate upon all matters concerning the conduct of the schools....

24 Penn. Stat. § 21-2102 (Purdon, 1962).

To the extent that a Contract School asks school boards to "contract away" their authority to "define the general policies" and "determine and direct all expenditures" of a Contract School, the plan violates the anti-subdelgation doctrine.

Discussion. Is there any way that a Contract School can be client-controlled under a contract with a local school board without the agreement violating the anti-subdelegation doctrine? The answer is uncertain. The law in this area is unsettled and in flux. The Note cited above, 57 Geo. L. J., supra, is optimistic, while other recent precedents are discouraging.

Two factors confuse the situation. First, arrangements nearly identical to those proposed for Contract Schools have existed in the past but were never subjected to a court challenge. The contract in the late 1960's between the District of Columbia School Board and Antioch College granting the latter control of two D.C. public elementary schools is an example.

Second, legal precedents do not offer a consistent analytical framework for determining which subdelegations are permissible and which are not. In theory, "ministerial" duties can be delegated while "discretionary" ones cannot. The former are supposed to be

those that do not require independent judgment, but in practice the ministerial-discretionary distinction is elusive because most ministerial duties involve some discretion. Regarding delegations of authority by a superior to a subordinate, one commentator has written:

> what happens in fact is that the line between exercise of independent judgment by the superior and reliance by the superior on the judgment of the subordinate becomes impossible to locate.

1 Davis, Administrative Law Treatise, Sec. 9.06 (1968).

The ministerial-discretionary distinction was invoked by the Supreme Court of the State of Washington in deciding two similar cases, one in 1973, another in 1974. The court reached opposite conclusions, however.

Noe v. Edmonds School District No. 15 of Snohomish Cty., 515 P.2d 977 (Wash. 1974), the first case, held that a board of education could not subdelegate discretion to the superintendent to place a teacher on probation for an infraction of a board rule prohibiting corporal punishment. The court found that placing a teacher on probation was a discretionary decision which the board had to make itself and not a ministerial decision which could be subdelegated.

In Pierce v. Lake Stevens School District No. 4, Snohomish Cty., 529 P.2d 819 (Wash. 1974), a school board decided to lay off

teachers because of a financial crisis but delegated to principals and other staff the decision as to which teachers would be affected. Finding that the legislature never intended school boards to "perform the functions of professionals," the court upheld the subdelegation of authority.

In both Noe and Pierce the school board had made policy decisions--to prohibit teachers from using corporal punishment in the one case, and to curtail staff in the other. In both cases the function of applying the policy to teachers had been delegated to administrators. In Noe the delegation was held to be illegal. In Pierce it was upheld. The Pierce opinion did not mention Noe.

Prior to the enactment of teacher collective bargaining statutes, courts faced the question of whether school board-teacher union contracts constituted an illegal subdelegation of board authority. Flatly contradictory results were reached.

In Newkirk v. School District of Philadelphia, No. 1430 (C.P. Philadelphia, September, 1968), the court held that the school board could not negotiate a binding agreement with teachers over their assignments and reassignments. Essentially, the court said that the statutes vesting authority in the school board to run the schools prohibit delegation of that authority to anyone else:

> It has been long recognized that school officials are trustees of the powers vested in them and cannot divest themselves of the powers which have been conferred upon them for a public purpose....

> The policy of assignment and transfer of teachers as well as all other policies pertaining to the basic operations and direction of the school system should be and must be formulated solely by those entrusted by the legislature to perform this task, the school officials. Any attempt on their part to relieve themselves of this responsibility is an unlawful divestment of the powers entrusted to them....
>
> We are not impressed with defendants' argument that the policy embodied in this agreement is in fact a policy that had been formulated by the "Board" ... and therefore not to be considered a divestment by school authorities. Assuming for the purpose of argument these facts to be true, it is nevertheless fallacious reasoning. The power vested in the school officials includes not only the obligation to design the policy but also the duty to constantly review and reevaluate that policy. School officials must not be hampered or restrained at any time from acting in a contrary manner or from revising the stated policy when revision is dictated. The discharge of this function would be impeded by contractual agreements....

In Norwalk Teachers' Association v. Board of Education of the City of Norwalk, 83 A.2d 482 (Conn. 1951), the opposite result was reached. There the court held that a school board could negotiate a contract with the teachers' association:

> The statutes and private acts give board powers to the defendant [school board] with reference to educational matters and school management in Norwalk. If it chooses to negotiate with the plantiff with regard to the employment, salaries, grievance procedure and working conditions of its members, there is no statute, public or private, which forbids such negotiations.... The claim of the defendant that this would be an illegal delegation of authority is without merit. The authority is and remains in the board....
>
> [This] should not be construed as authority to negotiate a contract which involves the surrender of the board's legal discretion, is contrary to law or is otherwise ultra vires. For example, an agreement by the board to hire only union members would clearly be an illegal discrimination.

The scope of the court's caveat at the end is ill-defined; union-only hiring is not an illuminating example. Would a contract covering curriculum determination, use of teacher aides and textbook selection involve impermissible "surrender of the board's legal discretion"?

The question was never answered. Like the more basic conflict between Newkirk and Norwalk it was rendered moot by the passage of statutes authorizing collective bargaining.

Noe, Pierce, Newkirk, and Norwalk demonstrate the uncertainity in the law of subdelegation and the need to express conclusions tentatively. Nonetheless, some principles can be gleaned from the conflicting precedents.

Noe and Pierce yield two of them. First, the kind of authority delegated and the interests affected by it are important considerations. Noe involved disciplinary authority, an important area in which the constitutional right of due process is implicated. Budget-based layoffs of the kind involved in Pierce do not generally raise due process issues.

Second, the extent to which authority is delegated is also an important consideration. The Pierce court emphasized that the school board provided the administrators with standards to guide their layoff determinations. It also emphasized that the board retained the formal authority to review the decisions of the administrators (though the board clearly did not exercise any "independent judgment" in accepting its subordinates' recommendations).

A third principle discernible in subdelegation cases concerns whether a subdelegation is made to a private agency or an employee. Courts have recognized that school boards and similar agencies must, of necessity, delegate some decision-making authority to administrators. A necessity doctrine was applied, for example, in State v. Imperatore, 92 N.J. Super. 347, 233 A.2d 498 (Super. Ct. 1966), which upheld the authority of the New Jersey Turnpike Com-

mission to subdelegate the power to reduce speed limits to its agents:

> The uniqueness of the conditions which may require a change of speed limit, and hence demand that an authorized subdelegatee handle the matter, compels the finding of an implied power to subdelegate.

The necessity of relying on professional judgment in deciding which teachers to lay off was also a factor in Pierce, supra.

Necessity is not usually an available justificaiton for subdelegations of authority to private agencies. It was, however, a factor in Robinson v. City of Philadelphia, 400 Pa. 80, 161, A.2d 1 (1960), which upheld the power of the city to contract with local universities for the management and control of city hospitals; there was evidence in the case that the city on its own was unable to obtain an adequate staff. The opposite result was reached, though, in Booth v. City of Owensboro, 274 Ky. 324, 118 S.W.2d 684 (1938), which held that to allow a private corporation or individuals to join in hospital management partnership with a city would "surrender official responsibility and...delegate the public function to persons who are not responsible to the people."

To some degree the different standards applicable to subdelegations to public employees, on the one hand, and private agencies, on the other, can be explained by considering a factor mentioned earlier, the extent of the subdelegation. The discretion of

employees is inherently limited by the power of their superiors to dismiss them; this limitation on the extent of employee discretion is implicit. This is not the case with private outside agencies. Private agencies cannot be dismissed for insubordination; they can only be sued for breach of contract. Thus, express, and more detailed, limitation of authority granted them substitutes for the implicit limitation of an employee's discretion and serves to place private agencies on an equivalent footing as employees with respect to the extent of their subdelegated authority. The court in Robinson, supra, emphasized that the extent of the private universities' authority to run the city hospitals was confined by guidelines and that the performance of the contract had to be done "in a manner satisfactory to the Board."

There is federal precedent indicating that retention of oversight authority alone may be sufficient to uphold a subdelegation to a private agency. United Black Fund, Inc. v. Hampton, 352 F. Supp. 898 (D.D.C., 1972) challenged the Civil Service Commission's subdelegation to United Way of the power to screen organizations seeking charitable contributions on federal installations. The challenge was rejected, the court saying:

> there is authority for the proposition that subdelegations by federal agencies to private parties are not invalid when the federal agency or official retains final reviewing authority.

It should be noted, however, that federal agencies have gen-

erally been held to have greater subdelegation authority than school boards. One court, discussing the status under state law of the Ocean Hill-Brownsville Local School Board prior to the enactment of a statute authorizing the New York Central Board of Education to subdelegate authority, stated:

> It is well established in this State that it is unlawful for any public official or body, without statutory authorization, to attempt to delegate its governmental powers.... Dealings between the Board of Education and the Ocean Hill Board could not result in any such delegation, since no statute permitted such a conferral.

And,

> In the Spring of 1968 [prior to the statute authorizing the Board of Education to subdelegate authority] when the Ocean Hill Board first purported to "dismiss" and then "transfer" 19 teachers and supervisors, it had no legal or governmental powers and no status other than as an unofficial body of citizen advisors.

Oliver v. Donovan, 293 F. Supp. 958 (E.D. N.Y. 1968).

The Oliver case, however, has a double message. It says, first, that subdelegation is illegal but, second, the functions performed by the Ocean Hill Board did not in fact constitute an illegal subdelegation. Despite the extent to which the Ocean Hill Board was effectively in control of the schools--irrespective of

its official status--Oliver says the arrangement was not illegal. Nonetheless, Oliver was not a case in which an exercise of subdelegated authority was squarely challenged. Thus, it is a weak precedent either for or against subdelegation.

There are other nuances of possible significance in the cases dealing with subdelegation. For example, fact-finding might be a permissible kind of authority to subdelegate. Also, legislative bodies, as opposed to administrative bodies, might have greater authority to subdelegate powers; school boards are sometimes deemed to be municipal corporations (or quasi-municipal corporations) having legislative powers; the wording of the Pennsylvania statute quoted, supra, which defined the power of the school board as being the power to "legislate upon all matters" concerning the schools, would support such an interpretation. On the other hand, schools have also been characterized as administrative agencies of the state in light of the state's ultimate responsibility for education. S. Goldstein, "The Scope and Sources of School Board Authority to Regulate Student Conduct and Status: A Nonconstitutional Analysis," 117 U. Pa. L. Rev. 373 (1969).

Recommendation. A thorough study of case law surrounding the anti-subdelegation doctrine has revealed a number of noteworthy points. First, the issue is characterized by variability. Courts have reached inconsistent results, even within one state. Further, because the doctrine rests on the interpretation of state statutes,

different nuances may apply according to the particular language of the relevant statutes in a given state. Moreover, the courts have placed varying emphasis on different factors in reaching their conclusions as to the legality of a particular delegation. For all these reasons, it is not possible to specify a simple procedure assuring that a Contract School would never be held to violate the anti-subdelegation doctrine.

Finding a path for a Contract School through these conflicting precedents is difficult. Too much control by the Council of Directors would be illegal; too little would effectively deny the goal of client control. In all likelihood, the Council of Directors must propose a contract which allows the school board to retain reviewing authority and the authority to reverse decisions of the Council. At the same time the contractual arrangement must structure the policymaking process in such a way that the Council acquires meaningful authority.

Several kinds of contractual provisions might strike an appropriate balance. One could require frequent reporting by the Council to the board. Another could grant the Council the right to notice and the opportunity to voice objection prior to the implementation of any board policies affecting a Contract School. Yet another could obligate the board to promptly accept or reject Council recommendations and offer reasons in writing for any rejections.

Amid all this variability, however, it is important to recog-

nize that the present analysis provides a basis for optimism that Contract Schools can solve the subdelegation problem by carefully attending to the critical factors that have been identified. It would be possible to draft a contractual agreement that would stand a very good chance of being held legally valid in many states. Such an agreement could not only meet the most important concerns expressed by courts which have invalidated subdelegations, but also facilitate the essential governance structure of a Contract Public School.

In addition to an artfully constructed contract, two other options should be considered. First, it might be possible to appeal to state legislatures for a statute authorizing appropriate subdelegations; second, in many states, it should be possible to establish Contract Schools under the auspices of existing state statutes authorizing experimental programs. The most fruitful avenue will vary from state to state.

Collective Bargaining Statutes

Issue. State collective bargaining statutes grant unions the exclusive right to represent employees included in designated bargaining units. A typical bargaining unit might consist of all certified teachers employed by a school district. Principals and teacher aides might be included in the teachers' bargaining unit, or they might have their own units. Unions will, in all probability, have the exclusive right to represent Contract School

teachers and teacher aides in negotiations with the school board.

Discussion. The scope of negotiations varies from state to state. Most unions can bargain over wages, hours, and terms and conditions of employment, but the states interpret this last phrase differently. Teachers in Connecticut may bargain over class size and work load, but may not bargain over their hours. West Hartford Education Association v. Decourcy. 162 Conn. 566 295 A.2d 526 (1972). Teacher unions in Kansas may bargain over

> such things as probationary period, transfers, teacher appraisal procedure, disciplinary procedure, and resignations and termination of contracts,

but not,

> curriculum and materials, payroll mechanics, certification, class size and the use of paraprofessionals, the use and duties of substitute teachers, and teacher' ethics and academic freedom.

National Education Association of Shawnee Mission, Inc. v. Board of Education of Shawnee Mission Unified School District No. 512, P.2d 426 (Kan. 1973).

In North Dearborn Heights School District, 1966 MERC Lab. Op. 434, a Michigan labor commission trial examiner held the following subjects to be within the scope of bargaining:

> The right of the teachers to evaluate curriculum the class schedules, size of classes, selection

> of textbooks, materials, supplies, planning of facilities and special education, establishment of in-service training of teachers, procedures for the rating of effectiveness of teachers....

Thus it is likely that in many states teacher unions will be able to bargain over several features of a Contract School including the hours and days of operation, compensation of the Contract School teachers, the establishment of performance objectives for teachers, the teachers' role in training and responsibility for the performance of aides and teaching parents, the decision to hire aides and teaching parents, and the compensation of, and establishment of performance objectives for, aides and teaching parents.

However, all of this assumes that the Contract School teachers and the aides and teaching parents are public employees of the school board. If a path for subdelegating board authority to the Council of Directors is cleared, and if the staff are deemed to be employees of the Council (a private agency) and not the board, then the staff would not be in the local union's bargaining unit because they would not be public employees.

If this were the case, then the unions would, in theory, be able to bargain over, at most, the initial decision of the board to contract with the Council. In practice, however, bargaining over the initial decision could set the occasion for raising other issues.

Private sector labor law precedents indicate that the question of whether a union can bargain over the contracting out of work by an employer is not a question having a simple answer. In Fibreboard Paper Products Corp v. NLRB, 379 U.S., 203 (1964) the Court held that:

> the replacement of employees in the existing bargaining unit with those of an independent contractor to do the same work under similar conditions of employment is a statutory subject of collective bargaining.

In NLRB v. Adams Dairy, Inc., 350 F.2d 108 (8th Cir. 1965), however, in court held that work contracted out was not performed under conditions similar to those of the bargaining unit, and, hence, that the employer did not have to bargain about the contract decision:

> Contrary to the situation in Fibreboard...there is more involved...than just the substitution of one set of employees for another. In Adams Dairy there is a change in basic operationg procedure in that the dairy liquidated that part of its business handling distribution of milk products. Unlike the situation in Fibreboard, there was a change in the capital structure of Adams Dairy.

Though the differences between a Contract School and traditional schools are substantial from an educational point of view, from the standpoint of labor law they might not be deemed to be as dissimilar as a situation involving a liquidation of part of a

business and "a change in the capital structure" of the employer. The question of whether Fibreboard or Adams Dairy would apply to the Contract School situation remains open.

Recommendation. Having the staff assume the status of non-public employees may raise concern about an appearance of "privateness," but the status of the employees is trivial compared to the overall arrangement between the public school board and the quite "private" Council of Directors. To the extent that a Contract School is different from the regular public schools, it will almost necessarily reflect signs of "privateness." This, in and of itself, is nothing to apologize for. The important distinction between a Contract School and truly private schools is that the latter constantly seek more "independence" (i.e., lack of public accountability). A Contract Public School's contractual subordination to the school board, concern for the public schools and desire to be a part of the public system--though legal constraints prohibit it from doing so completely--amply distinguish a Contract School from a private academy. Trying to go further by making the teachers and aides "public employees" does not gain much in appearance (they are still subordinate to a private Council), yet allows a teacher organization (a private organization, too, remember) to use its economic muscle not to influence the working conditions of its own members, but to prevent a mere handful of potential constituents from attempting to find an alternative way.

If the teachers and aides are to be public employees, there is no way to prevent a teacher union from bargaining about Contract School policies except a statutory amendment of the bargaining law exempting "experimental school" employees from the bargaining unit of regular school employees. Such an exemption would be more troublesome to the unions than having the staff of a Contract School be private.

For one thing, an exemption by statute would have statewide applicability; it could be a ticket other boards might want to use for union-busting. For another, statutes inevitably tend to use broader language than necessary to allow a very particular exemption; thus, the ticket might work for boards in undesirable ways. Finally, if Contract School employees were exempted public employees, the teachers' union might not be able to bargain at all about the Contract School agreement. If the staff of a Contract School were private, the teachers' union would, under Fibreboard and Adams Dairy, probably be able to bargain about the decision to subdelegate, and the effect of that decision on them, though not the details of Contract School operations. This would enable the union to bargain for more security for themselves in response to a board decision to contract out a few of their jobs.

Other State Constraints on Contract Public Schools

In addition to the issues previously discussed, state education codes mandate a number of other policies affecting specific

aspects of a Contract School. For example, to the extent that a Contract School relies on aides and teaching parents to provide instruction, it might violate state code requirements that aides not perform instructional duties. If a Contract School were to be ungraded, some state statutes premised directly on the traditional grade structure could be barriers to its formation. These and other obstacles might be found in state accreditation standards as well as in state statutes.

In the event that the state education agency is a party to the operating agreement between the school board and the Council of Directors, the barriers to a Contract School which exist in regulations (as opposed to statutes) might be waived. Such an approach should be taken with care, however, for unless a waiver application procedure is open to all, a waiver for a Contract School might violate other groups' right to equal protection of the law.

Alternative schools have existed in the past. Reliance on this fact, however, could create a false sense of security. Many state law requirements can be accommodated by a Contract School without substantial disruption of the school's alternative format, but others are barriers that must be squarely confronted and overcome, either by new statutory exemptions or administrative designation of the school as an experimental program authorized under existing statutes.

Federal Legal Constraints

Contract Public Schools are offered for funding under Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C.S. Sec. 241a (1972), et. seq. (Title I). To be funded under Title I, a Contract School and the district in which it is located must meet the special requirements of that federal statute and the regulations interpreting it, 45 C.F.R. Sec. 116 (1975), et. seq. However, even if funding is not sought under Title I, federal constitutional requirements may place constraints on the plan. The paragraphs which follow discuss this latter possibility first, and then describe the Title I legal framework.

Exclusion of Non-client Community Members from the Electorate which Selects the Members of the Council of Directors

Issue. A Council of Directors is composed of elected representatives of parents of enrolled children. Residents of the area in which a Contract School is located do not have the right to vote in the elections which determine the membership of the Council.

Discussion. In Kramer v. Union Free School District, 395 U.S. 621 (1969), the Supreme Court held that a New York statute limiting the franchise in school board elections to property owners and renters and parents of school students violated the equal protection clause of the Fourteenth Amendment, U.S. Const. Amend. XIV. The Contract School franchise, restricted to parents, is even more

than the franchise limitation in the invalid New York statute.

Kramer might not be a problem for a Contract School, however, if the Council of Directors is deemed to be under the control of a school board elected by the constitutionally-required electorate. Nonetheless, if the anti-subdelegation problem (a state law problem) is overcome by the enactment of a state statute authorizing wholesale transfer of control of a Contract School from the school board to the Council of Directors, the Kramer issue would be squarely raised. Thus, a strong solution of the state law problem might merely make a Contract School more vulnerable under the Kramer interpretation of the federal Constitution.

Supreme Court cases subsequent to Kramer, however, suggest that parent-controlled public schools might not violate the equal protection rights of disenfranchised citizens. For example, in Sayler Land Co. v. Tulare Lake Basin Water Storage Dist., 410 U.S. 719 (1973), the Supreme Court upheld a California statute which limited the electorate of a water control district to property owners. Following Sayler, the Court in Assoc. Enterprises, Inc. v. Toltec Watershed Improvement Dist., 140 U.S. 743 (1973), announced the following test for determining the validity of franchise limitations:

> The limitation may only be upheld if it is demonstrated that all those excluded are in fact substantially less interested or affected than those the franchise includes.

Though this test offers a theoretical basis for limitation of a Contract School electorate, no Supreme Court decision has applied the water district decisions (Sayler and Toltec) in the field of education. Franchise limitations in the education area have been consistently invalidated. None of the education cases, however, has raised the specific franchise-limitation question posed by the Contract Public School.

Recommendation. The risk of violating Kramer is diminished if a subdelegation proceeds under the constraints of existing law rather than by a new authorizing statute. But there is also a good chance that Kramer would not, in the final analysis, be held to prohibit a state from expressly allowing school boards to delegate very substantial governance authority to parent-run schools. Retention of authority to allocate lump sums to the schools by the publicly-elected school board would go a long way toward satisfying Kramer. This case must also be deemed to be at least slightly modified by subsequent upholding franchise limitations. Pursuit of legislation authorizing subdelegation by school boards should be considered an active option for Contract Public Schools.

Contract Schools' Eligibility for Title I Funding

Issue. A Contract School is not an add-on program; it is designed to be the entire public school program of the enrolled children. Thus, it will replace the regular program these children would otherwise attend and will provide many of the same services

that the regular program would provide.

Title I funds, however, can be used only to meet the special, not ordinary, needs of educationally deprived children. 45 C.F.R. Sec. 116.17 (1975), a Title I regulation, states:

> No project under Title I...will be deemed to have been designed to meet the special educational needs of educationally deprived children unless the Federal funds made available for that project (1) will be used to supplement, and to the extent practical increase, the level of State and local funds that would, in the absence of such Federal funds, be made available for the education of pupils participating in that project; (2) will not be used to supplant State and local funds available for the education of such pupils; and (3) will not be used to provide instructional or auxiliary services in project area schools that are ordinarily provided with State and local funds to children in non-project area schools.

Thus, Title I funds cannot be used as a substitute for local funds that would otherwise have been made available, nor can they be used to provide services a school district provides elsewhere with its own funds. (The new Title I regulations, 41 F.R. 42894, et. seq. (Sept. 28, 1976), alter the language, but not the concepts of this regulation).

Discussion. While the above-quoted provisions indicate particular expenditures that may not be made with Title I funds, 45

C.F.R. Sec. 116.26 (1975), states that school districts may not receive any Title I funds at all unless:

> services provided with State and local funds in Title I project areas are at least comparable to the services being provided with State and local funds in schools serving attendance areas not designated as Title I project areas.

Thus, a Contract School must receive a comparable share of state and local funds before Title I funds can be made available for additional expenses.

Some versions of a Contract School may try to achieve a smaller per pupil expenditure than traditional schools. Thus, in most states, such schools would not need Title I funds because state and local funds would be more than enough to cover expenses. (This will probably not be the case in poorly funded school districts, however.) In any event, a Contract School cannot receive Title I funds unless it already has, in fact, been allocated its fair share of state and local funds.

The new Title I regulations carry forward a provision "exempting" small schools from the details of the comparability requirement, but modify the language of the provision to ensure that the basic purpose of the comparability requirement is met. §116a.26(k) of the new regulations reads:

> (k) Schools with 100 or less children. A school with an enrollment of 100 children or less

> (as of the date or dates the data required by paragraph (b) of this section are collected) shall not be included for purposes of this section, provided that, if the local educational agency operates schools of such size and corresponding grade levels both for areas to be served and areas not to be served under Title I, such agency files with the State educational agency a statement of the policies it will follow concerning the allocations of staff to such schools and the State educational agency finds that such policies are consistent with the objectives of this section.

This provision operates as a comparability "exemption" for a small Contract School if no similarly-sized, non-Title I-funded schools exist in the school district. Otherwise, the provision exempts a Contract School from only the particulars of the comparability requirement (which concern staff salary and pupil-teacher ratios) and specifically requires the school district to prove that it is complying with the general thrust of the comparability requirement.

Another Title I requirement, § 141(a) (1) (B) (3) (A) of the statute and §116.20 of the regulations, states that Title I funds must be controlled by a public agency. While a Council of Directors would not be a public agency, it would be ultimately controlled by one. Furthermore, Title I funds are expressly intended for private, as well as public, school children. Though the "public control" requirement has received no authoritative interpretation applicable

to the Contract School context, these considerations generally indicate that the requirement should not pose a significant problem for a Contract School. It is possible that any subdelegation sufficiently restrictive to pass muster under state law is also an arrangement that does not violate the federally-imposed public control requirement.

Recommendation. Supplanting and comparability problems would be substantially reduced by making a Contract School an operation of the state education agency through the mechanism of a three-party agreement (i.e., SEA, local board and Council of Directors). Currently, SEA-run Title I programs are limited to those for "handicapped," "migrant," or "neglected or delinquent" children. The eligibility of SEA-run experimental programs would require amendments to the Title I legal framework. The amendments would also have to allow SEAs to coordinate operation of the program through an LEA without thereby affecting in any way the LEA's other Title I programs. Careful drafting would be required to prevent the exemption from becoming a loophole for LEA avoidance of normal Title I legal obligations, but this task is easily within the realm of feasibility and should be pursued.

Conclusion

The legal obstacles confronting the Contract Public School are serious but not insurmountable. There is a high probability that at least one state exists in which a carefully drafted school board-

Council of Directors contract would be legally valid and no other specific statutory restrictions would impede implementation of a Contract School. In all likelihood several such states can be found.

To clear legal paths for Contract Schools in all states, however, the following two basic steps should be taken:

(1) Survey state statutes, regulations and case law, and analyze in detail the particular legal standards in each state concerning subdelegation, collective bargaining, experimental schools and other matters relevant to Contract Schools;

(2) Based on the results of the survey and analysis called for in (1), draft model state laws overcoming any unique legal restrictions discovered, draft model laws expressly authorizing school board contracts such as the one called for by the Contract Schools concept and draft a model three-party contract (between an SEA, LEA, and the Council of Directors) to be used in the absence of statutes expressly authorizing school board subdelegations.

To facilitate Title I funding of a Contract School, a third step, in addition to the first two, should be taken:

(3) Draft amendments to the Title I statute and regulations that would allow SEAs to directly operate experimental programs such as Contract Schools using Title I funds and that would also allow these programs to be run through an LEA without affecting the status of any other LEA Title I programs.

Performance of these three steps followed by active efforts to implement the documents they produce would be sufficient to carry Contract Public Schools, legally, from theory to practice.

VI. IMPLEMENTING CONTRACT PUBLIC SCHOOLS

There is no recipe that can guarantee the successful implementation of a Contract Public School. At the risk of laboring the obvious, it should again be stated that Contract Schools are intended to mold themselves to the shape of local circumstances. Because the needs of local groups vary beyond the current limits of public school systems, it is logically impossible to outline the features of a best Contract School. It is very likely that within the next ten years there will be a well-developed technology--a recipe--that presents a reliable sequence of steps needed to initiate a Contract Public School. That technology does not presently exist.

Some Soft Generalizations

There are a number of individuals and some groups who, by virtue of their experience, are in a position to recommend the general outlines of an implementation procedure. They are artists more than technicians. They have succeeded in implementing viable alternative programs, but it is not possible to say whether their achievement resulted from some privately held system, luck or intuition. Nevertheless, it is to their counsel that one must turn to find a model for how to start a Contract Public School. A few requirements

seem to transcend local idiosyncracies.

The Advocate

Any innovative program needs the early and continuing support of a friendly advocate inside the establishment. An assistant superintendent of the local district, a friendly and vocal member of the board of education, or, in some cases, a vigorous ally in the state department of education is a prized asset. Such an advocate lends invaluable legitimacy to the venture, helps to promote the initial cooperation of school district staff, and is a necessary source of advice and counsel.

The Director

The initial planning and start up of a Contract Public School will, in many cases, depend on the efforts of a "charming fanatic" who will act as the charter director, organizer or chairperson of the planning committee. That original missionary might be a parent, teacher or building principal, but in any case will need the passionate conviction of a "true believer," a willingness to knock on any door, and the ability to hear and accept what parents have to say.

The Year of the Planning Committee

The successful operation of any program depends on the contributions of many people. Representatives of the various interest

groups that feel they might either gain or lose from the operation of a Contract Public School must be included in the planning committee. That group, led by the Director, must fashion the plan that is to be submitted to the school board and the SEA for approval. Consequently, it has to be a group that can draw on all of the expert perspectives and insights needed to fashion an overwhelmingly compelling program plan. A group of between 8 and 12 members is likely to be small enough to be effective and large enough to contain parents, teachers, an administrator, and in some cases even a member of the local board. The planning committee can augment its expertise with consultants from the SEA, educational consultants, community leaders, and veterans from other alternative programs. In a planning year that will often be 18 to 24 months long, several tasks will have to be completed by the planning committee.

Preliminary statement of objectives. Although it must be left open and subject to change, the initial rallying point for the planning committee needs to be a statement that outlines the objectives of a Contract School, and does so in positive terms. It is not enough to say what the proposed program opposes. The objectives need to be affirmative statements of ambition that are clear enough to communicate easily and accurately to all potential stakeholders. As the planning committee learns more in the course of its work, that preliminary statement will change and be refined by

the contributions of interested parents and educators, but the basic thesis must be clear from the outset.

Preliminary description of procedures. Everything that applies to the preliminary statement of objectives also applies to the preliminary description of procedures. Potential clients need to know not only where a Contract School is going, but, in general terms, how it plans to get there. The first statement of program plans should be deliberately soft and hedged so its manifold possibilities are genuinely open to development and specification as a result of endless discussion with clients and teachers. This may be the critical learning process for the planning committee and its constituents, for it is a set of rehearsals for the procedure to be used to make program decisions once the Contract School is underway.

Identification of client group. By the end of the planning year the planning committee must be the acknowledged voice of a known group of constituents who wish to enroll their children in a Contract Public School.

The draft bylaws. Concurrently with the development of educational program plans, careful attention must be given to describing the rules by which the Contract School intends to govern itself. Key decisions to be reflected in the draft bylaws include who has what authority, who has what responsibility, what are the mechanics of self-government (e.g., nature of the Council officers, committees,

etc.). In most cases, this building process will start with Roberts Rules of Order, and then gradually adjust to the specific requirements of the participants and their locale.

The draft three-party agreement. The ultimate product of the planning committee is the draft three-party agreement that is the basis for negotiating the specific contract enabling the operation of a Contract Public School. It will include, directly or by reference, every consideration essential to the operation of the Contract School: procedures for hiring, budgeting, purchasing, enrollment, governance, evaluation, reporting, criteria for contract renewal, mutual responsibilities of all parties to the agreement, penalties for contract violation, rules for determining compliance, methods for negotiating differences and procedures for mid-contract renegotiation.

Resources for Planning

If it is not possible to detail the steps that need to be followed to implement a Contract School, it is at least possible to note the presence of some resource materials that deserve to be studied by every planning committee member. If the creation of a Contract School is meant to be a learning experience for the planning committee, studying the work of their predecessors will be effort well spent.

As a first and essential primer, all who contemplate any affiliation with an alternative school program need to be familiar

with Mario D. Fantini's book, Public Schools of Choice: A Plan for the Reform of American Education, 1973.

Another work, high on the "must read" list, is a Research Report of the National School Boards Association entitled "Alternative Schools." This is a small booklet that is exceptionally well organized, very readable and presents lots of valuable information along with a good list of other references and resources.

Fantini's most recent contribution is Alternative Education: A Source Book for Parents, Teachers, Students and Administrators, 1976. It is a collection of articles that defines the state of the alternative school art. Of particular interest in the present context is Section IV of the collection entitled "Implementation of Public School Alternatives." A considerable portion of that section is devoted to Michael Bakalis' "Selections from 'It Works This Way for Some: Case Studies of Fifteen Schools.'"

Perhaps the only important point to be made in this section of the present report is that such "how to" information as exists about implementing public alternative schools is readily available. The advocates of public schools of choice are generous with their assistance.

Even at this late date in the discussion there may be some dissatisfaction over the apparent lack of specificity about "Who will get it started?" "Where will they put it?" "How many children will be enrolled?" "How will it handle disputes with the

local board?" "Who will sign the checks?" Those are all reasonable questions, but none of them has an answer that can be given without the hours and weeks of discussion and negotiation needed to create answers that are right for the specific people and agencies involved.

A detailed description of the implementation process presumes a detailed understanding of the final product. Such a presumption is contrary to the idea of a Contract School, for its final form will be a unique expression of the needs and wishes of its own clients. To predefine that form--especially from outside the concerned community--is to recapitulate the fallacy of "the one best system." There is no doubt, however, that if the possibility of a Contract Public School exists, many are ready to achieve that possiblity.

The Scope of the Proposal

We have grown accustomed to thinking of educational planning on a grand scale. Educational policy is considered in terms of billions of dollars for millions of children, in thousands of school districts. A correct understanding of Contract Public Schools requires thinking small.

The thesis of the Contract School is that current public school practices are not adequate to meet the special and substantial needs of poor children. If that thesis is accepted it is also necessary to accept its corollary: we cannot yet specify the exact

nature of an adequate program. That is not a pessimistic observation, for there is considerable reason to be very optimistic. There are Follow Through programs that have made an important difference for poor children; there have been some excellent innovations under ESEA Title III (although they are seldom connected with low-income students); there are identifiable groups of experienced and skilled parents ready to take on larger responsibility; and the temper of the times honors "do-it-yourself" initiative. All of these are important ingredients for the development of new technologies and new systems, but they are not the basis for defining the content of the still undeveloped programs.

Effective Contract Schools will not suddenly appear with fully developed programs. They will grow slowly as they succeed in benefiting all parties to their enabling three-party agreements. As their different forms begin to provide adequate Compensatory Education, some of their practices will be incorporated into the regular school program, thereby diminishing their distinctiveness. If substantial interest by board members, parents and the SEA did lead to the development of multiple Contract Schools within a single large district, they should not be organizationally linked. If they were administratively joined in a consortium they would inevitably be constrained to adhere to common rules and begin to look like a second school district--an outcome that would make them competitors to, rather than a resource for, the regular school system.

VII. SUMMARY AND RECOMMENDATIONS

Improving the educational opportunity of poor and minority children was a great moral crusade in the early 1960's. It was a priority social problem cast in simple terms that were easy to understand: poor children do not learn well in school. It seemed a fundamental and repugnant inequity that should be corrected. If the regular school program is not effective for poor children, a different program is needed. Social scientists confirmed the problem, educators designed different programs, legislators provided funds for research and program operations, and the battle was on. The search for better ways to educate poor children became known as Compensatory Education, and, for more than a decade, Compensatory Education has tried to solve the problem with a variety of programs and strategies.

Although it might be thought that nearly any social problem could be solved by 15 years of social science research and program development, such has not been the case. The problem faced by Compensatory Education remains much as it was in the early 1960's. Three things have changed, however. First, the high national priority and fashionability accorded anti-poverty programs (including Compensatory Education) 15 years ago are gone. Second, according

to Kenneth Clark (1977), social scientists are now qualifying and even retracting the action prescriptions they offered the policy-makers of the past decade (almost as though social scientists follow rather than influence social fashion). Third, the process of conducting Compensatory Education programs has replaced our simplistic notions about the problem and its solution with a far better understanding of public school systems and the historical, political and economic forces that make it very difficult for schools to change their programs in ways needed to meet the special educational needs of poor children. It is the third change that offers the possibility of new and more effective approaches to the problem.

The Problem of Change In the Public Schools

David Tyack's book, The One Best System (1974), clearly describes the development of America's large and standardized public school system from its ante-bellum origins as a collection of independent village schools. The programmatic uniformity of the school system was created by educators who were convinced that the effective assimilation of immigrants to the cities required a rationally designed educational factory, managed by experts and capable of producing a uniform, high-quality product. In the last 50 years, the process of school and district consolidation has merged and combined thousands of school districts into larger presumably more efficient, districts. The end product is a contemporary public

school system made up of very large districts whose uniform policies are promulgated by small boards of diverse constituencies with diverse educational needs.

In the present school system, parents, particularly poor parents, are far removed from the policy decisions that determine school program. Poor neighborhoods are poorly represented on the boards of urban districts, and the evaluation systems that are supposed to influence policy do not benefit the educational programs provided to poor children. Compensatory programs are evaluated by a type of educational evaluation that is not likely to produce clear recommendations for changing anything, and poor parents have very restricted access to the use of participant based evaluations. Consequently, several characteristics of the public school system are barriers to the organizational and programmatic change needed to meet the special educational needs of poor children.

1. It is large, and large organizations require stability, even at the price of flexibility.
2. It works reasonably well for most children, so most people are not advocating that it change.
3. Those poorly served by its existing program have little influence on its program policy.

The Dilemmas of Intervention

Because the need to change the practices of schools serving high concentrations of low-income and minority children is evident,

federal funds have supported "education intervention" programs in search of those changes. These interventions have added services to the regular program with external (soft) money, but they have allowed local districts to maintain their regular programs with local (hard) money. Thus, the intervention temporarily provides new services, but necessarily avoids imposing any change on local practices. It is a dilemma. Another dilemma is created by the Title I practice of providing services to children achieving poorly in the regular school program. If those services succeed in eliminating their educational deficiencies, these children become ineligible for further service and return to the regular program where they are once again likely to achieve poorly. It is not intended, but, by withdrawing beneficial services when they start to be effective, current Title I practices serve to prevent the solution of the problem. Still another problem is created because, for obvious and very good reasons, Title I funds may not subsidize regular local services. Districts must demonstrate that their Title I funds are used to provide "extra" services. Many do this by carefully preserving their regular program in order to demonstrate that the compensatory services are indeed extra (despite the legality of other options). Thus, even though the clear objective of Compensatory Education is to change educational practice, the implementation of Title I has often had the opposite effect.

Although the history values, large size, centralized policy-

making and even the intervention strategies that are part of the public school system are effective barriers to change, the greatest barrier is the impossibility of specifying the exact form a change should take. We simply do not know what changes will be necessary and sufficient to enable poor children to learn well in school. There are lots of ideas, but none is sufficiently proven to justify massive national implementation. Consequently, we need to create a mechanism for developing small-scale prototype programs within public school districts that can learn how to solve the problem in locally acceptable ways on a small scale before any recommendations are made about wider application.

Change is Gradual

School systems are justifiably resistant to changing their established procedures. They can, nevertheless, accommodate small units that deviate from conventional practice for acceptable reasons (acceptable being locally defined). Small innovative units can be started easily with little or no capital investment, and their programs can be easily adjusted without disturbing the rest of the system. When their program is admired, they can be locally replicated; and when they do not work out, they can be eliminated without massive personal, political or economic disruption.

The program policy of small, local, innovative units needs to be shaped by the parents of the children it serves, and "successful"

innovations must be judged by the values of the parent community and other program participants. If a major role can be fashioned for parents in such an approach, their knowledge of the needs of their children can be reflected in program content and practice, and, above all, their commitment to the success of their children can be fully expoloited.

The Contract Public School: A Recommendation

It is proposed that Contract Public Schools (alternative elementary schools) be established within local school districts to develop more effective Compensatory Education programs. Each Contract Public School will be governed by its own Council of Directors that will be elected by the parents of enrolled children. The Council's authority to establish Contract Public School policy will be based on a formal three-party agreement among the Council, the local board of education and the state office of education. The Council will manage the budget of the Contract Public School which will consist of the same amount per child as is provided for the education of comparable children in the other schools of the local district. Enrollment in a Contract Public School will be voluntary and open to all.

The Council of Directors is modeled after the most effective of Follow Through's Policy Advisory Committees. An informal poll by Follow Through sponsors indicated that parents with a history of active participation in Follow Through Pacs express confidence in

their ability to assume the kind of responsibility proposed for a Contract Public School's Council of Directors.

The technique of school-based budgeting, pioneered in Monroe County, Florida, is ideally suited to the needs of Contract Public Schools. Using this technique, a Contract School would be allocated a lump sum totaling the same amount per child as is provided to comparable children in the other schools of the district. Decisions on how to spend the funds would be made by the Council of Directors within the provisions of the annual three-party agreement that would also contain the Contract School's program plan. School-based budgeting permits budget reports and educational performance reports to the Board of Education at regular frequent intervals.

Legal Obstacles to Implementing Contract Public Schools

Some features of Contract Public Schools face legal barriers. A principle of state law, the anti-subdelegation doctrine, prohibits boards of education from signing away their control of public schools. State collective bargaining laws could also create obstcles if they grant union representatives the right to bargain over either the initial decision of a school board to contract with a Council, or decisions affecting day-to-day operations of a Contract School. Further, if any Title I funds are sought for a Contract Public School, they must be used in accordance with the Title I statutes and regulations. Title I provisions, however, are viewed as constraints, rather than obstacles that are as imposing

as the state law barriers.

Recommendations

The Contract Public School is intended to give legal status and a set of organizing principles to public alternative schools especially designed to provide effective Compensatory Education for poor children. As small and flexible units specifically designed to meet local needs, Contract Schools offer large school districts to low-cost and low-risk mechanism for locally based research and development. Seven action steps are recommended to remove existing legal barriers and encourage the implementation of effective Contract Public Schools. Three recommendations apply to state legal barriers, and four are addressed to Title I of the Elementary and Secondary Education Act.

Recommendation 1

Survey state statutes, regulations and case law, and analyze the particular legal standards in each state concerning subdelegation, collective bargaining, experimental schools and other matters relevant to Contract Public Schools. Such a task would be appropriately assumed by NIE.

Recommendation 2

Draft a three-party agreement (that includes an outline of all features basic to the operation of a Contract Public School) to serve as a model for planning committees, and to be used in the

absence of statutes expressly authorizing school boards subdelegations. Such a task would be appropriately assumed by NIE.

Recommendation 3

Draft model state laws overcoming any unique legal restrictions discovered by the recommended survey (Recommendation 1). Draft model laws expressly authorizing three-party agreements of the type called for. Such a task would be appropriately assumed by NIE.

Recommendation 4

The Congress is urged to reaffirm the "Declaration of Policy" presented in Sec. 101, Title I of the Elementary and Secondary Education Act of 1965.

Recommendation 5

It is recommended that Title I regulations be changed to guarantee funding of the activities of Title I school advisory councils and district advisory councils.

Discussion. There are exceptions but in proportion to their number, Title I PACs have not provided the same degree of training and experience in responsible parent involvement as have Follow Through PACs. The differential effectiveness of the two organizations cannot be attributed to the legal provisions establishing their respective duties and functions. The Follow Through regula-

tions are somewhat more vigorous, but the statutory provisions authorizing Title I and Follow Through PACs are very similar.

The most significant difference between the legal status of Title I PACs and that of Follow Through PACs is that the latter are guaranteed funding of their activities while the former are not. In light of the similarity of their respective functions and duties, every argument for or against guaranteed funding applies equally to Title I PACs and to Follow Through PACs. The more vigorous performance of the Follow Through PACs indicates that the proper resolution of the discrepancy is to make Title I PACs more like Follow Through's rather than the other way around.

Although the success of any PAC depends on the energetic contributions of many people and cannot be assured by a single legal provision, the guaranteed funding of Title I PAC activities would be a sign of the seriousness with which the federal government intends the parent involvement requirements of Title I to be implemented. Such assurance would provide important incentive to parents who, while not excited about attending just another meeting, would contribute actively to a group recognized as important and capable of making a difference.

Recommendation 6

It is recommended that Title I regulations be changed to permit the Compensatory Education of a child to be sustained through

at least six years of elementary school, or until local school officials are sure that the improvements made in Compensatory Education can be sustained in the regular school program.

Discussion. Any eligibility criterion based on transitory characteristics creates uncertainties incompatible with the planning and development of more effective compensatory programs. There are a number of eligibility criteria that could provide needed continuity in compensatory service, but none is without its own problems. For example, Title I services could be provided to children according to poverty rather than achievement criteria, but raises the specter of means tests. Rather than attempting to formulate new eligibility requirements that would indirectly tend to promote increased continuity, it is preferable to attack the problem directly. Regardless of the criteria used to govern initial entrance into the program, program participants should be allowed to stay until they are ready to leave.

Recommendation 7

It is recommended that an amount, not to exceed one percent of the amount allocated to the state and its local educational agencies, be paid to each state for program development and the dissemination of educational techniques that have been demonstrated effective with low-income children.

Discussion. A Contract Public School will impose extra demands

on the state. The three-party agreement calls for SEA approval. SEA approval means the time and involvement of SEA representatives during the development of the agreement. As a party to the agreement, the SEA accepts oversight responsibilities greater than those given to most schools. When a Contract School achieves a degree of success, the state will be in the best position to disseminate effective procedures by providing technical assistance to other interested groups and districts in the state.

Except in those states that receive Part B funds, Title I funds are almost completely utilized at the local level. Even at the district level, needs always exceed the funds available. Because a Contract School will need the cooperation of regular schools in the district, it must not be seen as competing for a scarce resource like Title I money. Both of these potential problems would be resolved if the states were provided with Title I, Part A funds expressly designated for "program development and dissemination." This amount, which would be separate from the state's administrative set-aside, would allow personnel to participate in the development and operation of Contract Public Schools, and other innovative programs. It would also permit funds to be allocated to a Contract School directly from the state. The size of the allocation would be determined by its proportion of poor children according to the same rules applied to the regular schools of the district. Having the funds come directly from the state, however, would elim-

inate the perceived local competition for Title I funds; and it would provide an incentive for local school districts interested in increasing the total number of poor children served by Title I.

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APPENDIX A

Follow Through PAC Questionnaire

Dear parent: We are making a national survey of Follow Through parents. The purpose of the survey is to learn your opinions about parental involvement. Please fill out this form and return it to your school tomorrow, and thanks for your help.

School name: _____ School's Postal Zip Code: _____

Do you participate in PAC activities?

_____ always _____ sometimes _____ never

How long have you been a member of your Follow Through PAC?

_____ 8 to 10 yrs. _____ 6 to 7 yrs. _____ 4 to 5 yrs. _____ 2 to 3 yrs. _____ 1 yr. or less _____ not a member

("X" the choice that best describes your opinion)

1. HOW HELPFUL HAS PAC BEEN TO THE EDUCATION OF FOLLOW THROUGH CHILDREN?

_____ very helpful _____ helpful _____ don't know _____ not very helpful _____ not at all helpful

2. HOW HELPFUL HAS THE PAC BEEN TO YOUR CHILDREN'S TEACHERS?

_____ very helpful _____ helpful _____ don't know _____ not very helpful _____ not at all helpful

3. HOW WOULD YOU RATE THE FOLLOW THROUGH PROGRAM THE PAC SUPPORTS, COMPARED TO THE REGULAR SCHOOL PROGRAM?

_____ much better _____ better _____ don't know _____ worse _____ much worse

4. HOW GOOD ARE THE DECISIONS THAT PARENTS MAKE ABOUT YOUR CHILDREN'S EDUCATIONAL PROGRAM, AS SHOWN BY THE WORK OF THE PAC?

_____ very good _____ good _____ don't know _____ bad _____ very bad

5. HOW INVOLVED WOULD YOU LIKE TO SEE THE PAC BE IN DECIDING HOW TO OPERATE YOUR CHILDREN'S EDUCATIONAL PROGRAM?

_____ more involved _____ about the same as now _____ less involved _____ don't know

6. DO YOU AGREE THAT THE PAC HAS ENOUGH INTEREST AND EXPERIENCE TO DO A GOOD JOB OF MAKING POLICY DECISIONS ABOUT ITS OWN SCHOOL?

_____ strongly agree _____ agree _____ don't know _____ disagree _____ strongly disagree

PLEASE RETURN THIS FORM TO THE FOLLOW THROUGH OFFICE.